

ZONING BOUNDARY

CASE#: C15-2015-0068 Address: 5001 EVANS AVE

5000 MARTIN AVE

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries



Hyde Park Neighborhood Association

P.O. Box 49427 • Austin, TX 78765 • www.austinhydepark.org

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Board of Adjustment Members:

This is to advise you that the Griffin School is going through the necessary steps for approval of a restrictive covenant with the Hyde Park Neighborhood Association.

- On June 30, 2010, at a specially called meeting, the Hyde Park Neighborhood
 Association voted unanimously to support the Griffin School application for a variance
 to operate a school of up to 125 students at 600 E. 50th Street, adjacent to streets
 which are 30 feet wide rather than the 40 feet wide required by city code.
- On June 1, 2015, the Hyde Park Neighborhood Association passed the following resolution:

The Hyde Park Neighborhood Association is in favor of the Griffin School's application for a variance from the minimum street paved width requirements of Section 25-2-832(1) of the Austin City Code in order to add new classroom facilities to the school and increase its enrollment to a maximum of 125 students.

- On July 18, 2015, the Executive Director of the Griffin School, Adam Wilson; the attorney
 for the Griffin School, Nikelle Meade; and the co-Presidents and co-Vice Presidents of
 the Hyde Park Neighborhood Association met to discuss the restrictive covenant and to
 refine various provisions within that covenant.
- On August 9, a notarized copy of the restrictive covenant agreement was delivered by the Griffin School to the Hyde Park Neighborhood Association.
- On August 10, the Hyde Park Neighborhood Association Steering Committee is considering this covenant to present to the general membership for a vote at the next available meeting.
- At the next available general membership meeting, the Hyde Park Neighborhood Association membership will vote on this covenant.

Please keep this in mind when you review the application of the Griffin School at your meeting on August 10, 2015.

Lorre Wirdlich

Thank you,

Co-Presidents

Hyde Park Neighborhood Association



43

RESTRICTIVE COVENANT AND AGREEMENT

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

This Restrictive Covenant (this "Restrictive Covenant") is executed this ____ day of _____, 2015 (hereinafter, the "Effective Date"), by The Griffin School, Inc., a Texas nonprofit corporation ("Owner").

RECITALS

- A. Owner is the owner of the property located in Travis County, Texas described on Exhibit A attached hereto (the "**Property**");
- B. Owner owns and operates a high school known as the Griffin School (the "School") on the Property; and
- C. Owner desires to restrict the use of the Property, subject to the terms and conditions of this Restrictive Covenant.

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions (the "Restrictions") which, subject to the terms and conditions herein, shall be binding upon the owners of the Property or any part, their heirs, successors, and assigns and shall inure to the benefit of and are enforceable by the Hyde Park Neighborhood Association, Inc., a Texas nonprofit corporation (the "HPNA").

RESTRICTIONS

- 1. <u>Enrollment</u>. For so long as the Property is used as a school which requires a variance from the minimum street pavement width requirement of Section 25-2-832 of the City of Austin's Land Development Code, the number of students enrolled may not exceed 125. No later than September 30th of each school year, Owner will provide the HPNA with a sworn affidavit certifying the total number of students enrolled.
- 2. <u>HPNA Support</u>. The HPNA hereby confirms that it is in support of the Variance and that Owner may use this Restrictive Covenant as evidence of its support at its Board of Adjustment hearing(s).
- 3. Parking at Ridgetop. Beginning as of the Effective Date, Owner will require all students (other than those students who require on-site parking due to medical conditions or other special circumstances as approved by the School's administration) to park in the parking lot at the Ridgetop Baptist Church (the "Ridgetop Parking Lot") located at 701 E 51st St., Austin, Texas or, if applicable, a Replacement Lot (defined below). In the event Owner's lease for the use of the Ridgetop Parking Lot expires or is otherwise terminated, Owner agrees to (1) promptly notify the HPNA of such termination, and (2) immediately pursue and use its best efforts to secure a lease for a replacement parking lot that can accommodate all student parking



(the "Replacement Lot") within three (3) months. The foregoing requirement shall continue to apply in the event Owner's lease for the use of any Replacement Lot expires or is otherwise terminated.

- 4. <u>Cell Phone Parking Lot</u>. Beginning as of the Effective Date, Owner will require all parents to use the Ridgetop Parking Lot, or any Replacement Lot, if applicable, as a "cell phone" lot in which to park their cars and wait in the event they are early picking up students and there are no parking spaces available in the School's parking lot.
- 5. <u>One-Way Traffic Flow</u>. Beginning as of the Effective Date, Owner will implement a one-way traffic flow plan so that Griffin School students, parents, and staff driving to and from the School will be directed south on Martin Avenue and north on Evans Avenue. Owner will implement this plan by providing traffic flow maps and instructions to students, staff, and parents in accordance with Section 10 below.
- 6. Resident-Only Permit Parking. If requested by the residents living along Martin Avenue, Evans Avenue, and/or 50th Street, Owner will support the designation of Resident-Only Parking on Martin Avenue, Evans Avenue, and/or 50th Street on both sides of such streets (other than the passenger only zone as designated by the City of Austin) by paying for any up-front application fees and by providing a letter stating Owner's support of the Resident-Only Parking designation.
- 7. <u>Staggered Schedule</u>. Beginning as of the Effective Date, Owner will implement a staggered schedule enabling students to select class schedules that start and end at different times.
- 8. <u>Parking Permits</u>. Owner will require each student who drives a motor vehicle to the School campus to place a School-issued parking permit on their vehicle to identify the owner of such vehicle.
- 9. Enforcement Plan. Beginning as of the Effective Date, Owner will implement a parking and traffic enforcement plan (the "Enforcement Plan") to regulate student and parent compliance with the requirements contained herein. As part of the Enforcement Plan, Owner will provide a traffic monitor to be on duty between the hours of 8:15am and 9:00am and between the hours of 3:30pm and 4:30pm as needed during the school year, including the first month of the school year, after Winter Break, and as needed to enforce consistent compliance with the parking and traffic regulations contained herein. The Enforcement Plan will also include the following consequences, to be published in the School Handbook, for students in violation of the School's parking and traffic regulations:
 - a. 1st Violation: Verbal warning.
 - b. 2nd Violation: Written citation explaining consequences for repeated violations.

- c. 3rd Violation: The student will be suspended for one day of school. A face-to-face meeting with the student and parents to reinforce the parking and traffic rules and convey the importance of adhering to them.
- d. 4th Violation: Student will be suspended for three days of school. A face-to-face meeting with parents and students will be arranged to provide a final warning to adhere to the parking and traffic rules of the school.
- e. 5th Violation: Student will be suspended for three days of school and considered for expulsion.
- f. 6th Violation: Student will be expelled.
- 10. <u>Communication of Parking and Traffic Regulations</u>. At the beginning of each academic school year, the School will hold a mandatory information session for parents and a mandatory orientation for students to advise them about the School's traffic and parking regulations. The School will also provide all staff members, parents, and students with a copy of the School's traffic and parking regulations prior to the start of each school year via mail, electronic mail, or hand delivery.
- Letter of Credit Benefitting HPNA. As security for the performance of its 11. obligations to the HPNA hereunder, Owner shall deposit a Reducing Standby Letter of Credit (the "LOC") in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), in a form substantially similar to the attached Exhibit B to be held in escrow by Heritage Title Company of Austin ("Escrow Agent"), within ninety (90) days after the latter of the following to occur: (i) Owner obtains final approval of the Variance and the Variance allows 125 students to be enrolled in the School; and (ii) Owner obtains final approval of the conditional use permit on file as City of Austin Case No. SPC-2015-0190A (the "CUP") and the CUP allows 125 students to be enrolled in the School. If, as the result of a violation of this Restrictive Covenant by Owner as alleged by the HPNA, the HPNA institutes legal proceedings to enforce a claim that Owner is in violation hereof, then the HPNA may, upon written notice of the alleged violation to the Escrow Agent, draw on the LOC from time to time thereafter to pay invoices for the actual outof-pocket expenses it has incurred as a direct result of instituting and pursuing such legal proceedings, including reasonable attorneys' and other consultants' fees and court costs by submitting: (i) a sworn affidavit signed by the HPNA, affirming under oath that all requirements necessary to draw upon the LOC have been satisfied; and (ii) a written request for reimbursement to the Escrow Agent along with copies of such invoices for such expenses (the amounts paid by the Escrow Agent to the HPNA hereunder, the "Paid Costs"); provided, however, if the HPNA's claim that Owner is in breach hereunder is not successful in such legal proceedings, Owner reserves the right to seek recoupment of the amount of the Paid Costs plus statutory interest calculated from the date or dates such Paid Costs were paid to the HPNA by the Escrow Agent, in addition to any and all other remedies, damages, and recovery of cost, fees, and expenses, including but not limited to reasonable attorneys' fees, to which Owner may be entitled under this Restrictive Covenant or at law. Subject to the notice and cure provisions of Section 12 of this Restrictive Covenant, if the HPNA chooses to seek an injunction to address an event of violation of this Restrictive and a bond is required of HPNA in connection with said injunction, the HPNA may draw on the LOC up to One Hundred and NO/100 Dollars (\$100.00). If the HPNA has not instituted legal proceedings and given the Escrow Agent written notice



thereof on or before the date that is five (5) years after Owner has placed the LOC with the Escrow Agent, then (i) the provisions of this Section 11 shall automatically lapse and terminate, (ii) the remaining balance of the LOC shall be returned to Owner by the Escrow Agent, and (iii) the LOC shall automatically expire and terminate.

Notwithstanding any other provision herein to the contrary, Owner agrees that for a term of fifteen (15) years from the Effective Date of this Restrictive Covenant, in the event Adam Wilson ceases to be the Director of the secondary school situated on the Property, Owner agrees that the LOC will be extended for an additional two (2) years from its then current expiration date, or if the current LOC has already expired, the then current Owner shall deposit a new LOC, bond or cash for a term of two (2) years subject to the terms and conditions for the LOC contained herein.

The prevailing party in any litigation hereunder and/or under the Restrictive Covenant shall be entitled to reasonable attorneys' fees actually incurred in the enforcement or defense of this Restrictive Covenant.

- 12. Enforcement of Restrictive Covenant. If Owner violates this Restrictive Covenant, it shall be lawful for the HPNA to enforce this Restrictive Covenant through, but not limited to, a claim for injunctive relief against Owner. Prior to filing a claim for violation of this Restrictive Covenant, including a claim for injunctive relief, the HPNA must provide Owner with written notice of the alleged violation. Within ten (10) days after receiving such notice, Owner shall send a written response to the HPNA informing it what actions, if any, Owner plans to take in order to remedy the alleged violation(s). If Owner notifies the HPNA that Owner intends to cure the alleged violation, then Owner shall have a reasonable period of time, not to exceed thirty (30) days from the date of receiving initial notice of such violation (or if such violation cannot be cured within thirty (30) days despite Owner's best efforts, then as long as reasonably necessary) in which to cure the alleged violation, during which period, if Owner timely commences the cure and is using best efforts to expeditiously cure the violation, the HPNA shall not seek an injunction and shall not proceed with filing suit against Owner. If Owner fails to cure the default within the thirty (30) day cure period, or extended period, as applicable, then the HPNA may seek the injunction and file suit. The HPNA hereby agrees and acknowledges that the Owner's obligations under Sections 3, 4, 5, 8 and 9 of this Restrictive Covenant are limited to implementing the restrictions provided therein and reasonably enforcing such restrictions when a violation is brought to the attention of the School. The Owner shall not be in default under Sections 3, 4, 5, 8 and 9 of this Restrictive Covenant for the failure of a student or parent to abide by the parking and traffic regulations so long as the Owner has satisfied its obligations for implementing and reasonably enforcing the parking and traffic regulations.
- 13. **School Year**. The parking and traffic rules and regulations contained in Sections 3, 4, 5, 8, and 9 herein shall only apply to the School's core school program during the academic school year.
- 14. **Bond for Injunction**. Owner and HPNA hereby agree that the amount of \$100.00 has a sufficient relationship to the potential damages claimed for alleged wrongful injunction and waive any argument that said amount is insufficient as a bond for injunctive relief.



- 15. Automatic Termination of Restrictive Covenant Upon Non-Approval by City of Austin. If (i) Owner does not receive final approval of the Variance, (ii) Owner does not obtain final approval of the CUP, or (iii) the Variance and the CUP are approved, but the School is not permitted to enroll 125 students, this Restrictive Covenant shall be rendered null and void. As used herein "final approval" means that the Variance and/or CUP have been approved by all necessary bodies and no appeals were filed prior to the expiration of the applicable appeals periods.
- 16. <u>Successors and Assigns</u>. This Restrictive Covenant shall run with the land and be binding upon any successors and assigns of Owner to the extent such successors and/or assigns continue to use the Property as a secondary school.
- 17. Entire Agreement. This Restrictive Covenant constitutes the entire agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties concerning the subject matter of this Restrictive Covenant.
- 18. <u>No Third Party Beneficiaries</u>. This Restrictive Covenant does not and is not intended to confer any rights or remedies upon any person or legal entity other than the HPNA.
- 19. <u>Governing Law and Venue</u>. The laws of the State of Texas shall govern this Restrictive Covenant. Venue for all purposes shall be Travis County, Texas.
- 20. <u>Automatic Termination Upon Change of Use</u>. This Restrictive Covenant and all of the terms and obligations of Owner hereunder are applicable only to a Secondary School use on the Property, as Secondary School is defined in the City Code of the City of Austin. If the use of the Property is changed to a use other than Secondary School Use this Restrictive Covenant shall automatically terminate and the then current owner of the Property may unilaterally record a termination of this Restrictive Covenant in the Real Property Records of Travis County, Texas.
- 21. <u>Modification</u>. Except as otherwise provided herein, this Restrictive Covenant cannot be amended, modified or waived, in whole or in part, as to any portion of the Property except pursuant to a written agreement recorded in the Real Property Records of Travis County, Texas and executed by Owner and HPNA, or their respective successors and assigns.



EXECUTED at of the Effective Date for written above.

OWNER

THE GRIFFIN SCHOOL, INC. a Trose reseproses

Name Adams Walson

Title Director

STATE OF TEXAS

COUNTY OF THAT

This instrument was acknowledged before one on Apper 7 75 Wilson, Director of The Griefia School, lac a force to appear to appear to , 2015, by A-Sum ration, on behalf of said PAUL D. SMITH MOTHER PURIS 01-14-2018 proposition.
|Scal|

Notary Public in and for the State of Texas

My commission expires.

Первалить солини

12

	<u>HPNA</u> :		
		YDE PARK NEIGHBOR CIATION	HOOD
	Name:	President	
STATE OF TEXAS	§ §		
COUNTY OF	§ §		
This instrument was ac nonprofit corporation, on behalf of [Seal]	of the	Hyde Park Neighborhoo	, 2015, by d Association, a Texas
	Notary Pub	lic in and for the State of	Texas
	My commis	ssion expires:	

AFTER RECORDING, RETURN TO:

Nikelle Meade Husch Blackwell LLP 111 Congress Ave., Suite 1400 Austin, TX 78701



EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

Lots 27, 28, 29, 30, 31, and 32, Block 6 of the Highlands Subdivision according to the plat recorded as Volume 3, Page 55 of the Plat Records of Travis County, Texas.

Exhibit B

Form of LOC

L/C Number: RE: Irrevocat	ole Reducing Standby LETTER OF CREDIT
Hyde Park Ne	eighborhood Association
Attention:	, President
established th	quest of The Griffin School, we (the Issuing Institution) have is Irrevocable Reducing Standby Letter of Credit in your (Beneficiary) favor, up to amount of Ten Thousand and NO/100 Dollars (\$10,000.00).
Conditions fo in one or mor	ou will be made upon presentation of a sight draft drawn on us as outlined in the r Draw section below. The aggregate amount of this Letter of Credit may be drawn to individual draws totaling in sum no more than the aggregate amount of the Letter or before the date that is five (5) years after the Effective Date set forth below (the Date").
of any sight d	ucing Letter of Credit and will terminate on the Termination Date. The presentation raft(s) shall reduce the amount of Credit available under this Letter of Credit by the y such sight draft(s) for the term of this Letter of Credit and for any renewals of
This Letter o forth below m of Credit No.	f Credit must be presented with your drawing and the Conditions for Draw(s) set nust be satisfied. A draft must bear upon its face the statement "Drawn under Letter"
CONDITION	NS FOR DRAWS. Each sight draft must be accompanied by the following:
1.	The original Letter of Credit together with any amendments.
2.	A sworn affidavit signed by Beneficiary, affirming under oath that all requirements necessary to draw upon this Letter of Credit as set forth in Section 11 of that certain Restrictive Covenant and Agreement dated, recorded in Volume, Page, Official Public Records, Travis County, Texas, have been met.
3.	This is a Reducing Letter of Credit and will terminate on the Termination Date, at which time the remaining balance will be remitted to the Griffin School. The presentation of any sight draft shall reduce the amount of Credit available under this Letter of Credit by the amount of any such sight draft(s) for the term of this Letter of Credit and for any renewals of same, if any.

3

This Credit is not transferable. Any successor of assignee of the Beneficiary will not constitute a transferee of Credit.

We will honor a draft drawn and presented under and in compliance with the terms of this Letter of Credit if presented to us at our address set forth above on or before the Termination Date.

The Uniform Customs and Practice for Documentary Credits (hereinafter called the "UCP") as most recently published by the International Chamber of Commerce (ICC) shall in all respects be deemed a part hereof as fully as if incorporated herein and shall apply to the Credit. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, United States of America, except to the extent such laws are inconsistent with the UCP.

	9		
Ву:			
Name:	·		
Title: _			
Effectiv	e Date:		

CITY OF AUSTIN Board of Adjustment/Sign Review Board Decision Sheet



DATE: Mo	onday, July 13, 2015 CA	SE NUMBER: C15-2015-0068
Y	Angela Atwood	
Y	Michael Benaglio	
Y	William Burkhardt	
Y	Vincent Harding	
Y	Melissa Hawthorne	
Y	Don Leighton-Burwell	
Y	Melissa Neslund -2 nd the Motion	
Y	James Valadez	
Y	_Michael Von Ohlen - Motion to PP to Aug 10,	2015

APPLICANT: Nikelle Meade

OWNER: Adam Wilson

ADDRESS: 5000 MARTIN AVE, 5001 EVANS

VARIANCE REQUESTED: The applicant has requested a variance(s) from Section 25-2-832 (Private Schools) (1), of Division 3 – Civic Uses to decrease the minimum paved width of a street that the site must be located on from at least 40 feet from the site to where it connects with another street that also has a paved width of at least 40 feet (required) to 27 feet paved width on both 50th Street and Evans Avenue and 31 feet paved width on Martin Avenue (requested) in order to remodel and increase the maximum number of students from 68 students (previous BOA variance requirement) to 125 student in a "SF-3-NCCD-NP", Family Residence – Neighborhood Conservation Combining District - Neighborhood Plan zoning district. (Hyde Park)

BOARD'S DECISION: POSTPONED TO June 8, 2015 AT THE APPLICANT'S REQUEST (RENOTIFICATION REQUIRED)

RENOTIFICATION REQUEST: The applicant has requested a variance(s) from Section 25-2-832 (Private Schools) (1), of Division 3 – Civic Uses to decrease the minimum paved width of a street that the site must be located on from at least 40 feet from the site to where it connects with another street that also has a paved width of at least 40 feet (required) to 27 feet paved width on 50th Street, Evans Avenue and Martin Avenue (requested/existing) in order to amend a condition of a previously approved variance so the applicant may increase the maximum number of students allowed on the site from 68 (as required pursuant to a previous Board variance approval on August 9, 2010 in case No C15-2010-0075 and 0076, existing) to the lower of either 125 students or the number of students permitted based on the number of parking spaces provided in accordance with the Table of Off-Street Parking and Loading Requirements for Public or Private Secondary Educational Facilities as listed in Section 25-6, Appendix A

(requested) in a "SF-3-NCCD-NP", Family Residence – Neighborhood Conservation Combining District - Neighborhood Plan zoning district. (Hyde Park)

1214

June 8, 2015 - The public hearing was closed on Board Member Melissa Hawthorne motion to Postpone to July 13, 2015, Board Member Michael Von Ohlen second on a 7-0 vote; POSTPONED TO JULY 13, 2015; July 13, 2015 The public hearing was closed on Board Member Michael Von Ohlen motion to Postpone to August 10, 2015, Board Member Melissa Neslund second on a 9-0 vote; POSTPONED TO AUGUST 10, 2015.

FINDING:

- 1. The Zoning regulations applicable to the property do not allow for a reasonable use because:
- (a) The hardship for which the variance is requested is unique to the property in that:(b) The hardship is not general to the area in which the property is located because:
- 3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

Leane Heldenfels Executive Liaison

Vincent Harding

Chairman

CITY OF AUSTIN Board of Adjustment/Sign Review Board Decision Sheet



DATE: Monday, June 8, 2015	CASE NUMBER: C15-2015-0068
Y Jeff Jack - ChairY Michael Von Ohlen 2 ⁿ Y Melissa Whaley HawthoY Sallie BurchettY Ricardo De CampsY Brian KingY_ Vincent Harding Will Schnier - Alternate Stuart Hampton - Alternate	orne - Vice Chair Motion to PP to July 13, 205
	~~~

**APPLICANT: Nikelle Meade** 

DATE: Monday June 0 0015

**OWNER: Adam Wilson** 

ADDRESS: 5000 MARTIN AVE, 5001 EVANS

VARIANCE REQUESTED: The applicant has requested a variance(s) from Section 25-2-832 (Private Schools) (1), of Division 3 – Civic Uses to decrease the minimum paved width of a street that the site must be located on from at least 40 feet from the site to where it connects with another street that also has a paved width of at least 40 feet (required) to 27 feet paved width on both 50th Street and Evans Avenue and 31 feet paved width on Martin Avenue (requested) in order to remodel and increase the maximum number of students from 68 students (previous BOA variance requirement) to 125 student in a "SF-3-NCCD-NP", Family Residence – Neighborhood Conservation Combining District - Neighborhood Plan zoning district. (Hyde Park)

**BOARD'S DECISION:** POSTPONED TO June 8, 2015 AT THE APPLICANT'S REQUEST (RENOTIFICATION REQUIRED)

RENOTIFICATION REQUEST: The applicant has requested a variance(s) from Section 25-2-832 (Private Schools) (1), of Division 3 – Civic Uses to decrease the minimum paved width of a street that the site must be located on from at least 40 feet from the site to where it connects with another street that also has a paved width of at least 40 feet (required) to 27 feet paved width on 50th Street, Evans Avenue and Martin Avenue (requested/existing) in order to amend a condition of a previously approved variance so the applicant may increase the maximum number of students allowed on the site from 68 (as required pursuant to a previous Board variance approval on August 9, 2010 in case No C15-2010-0075 and 0076, existing) to the lower of either 125 students or the number of students permitted based on the number of parking spaces provided in accordance with the Table of Off-Street Parking and Loading Requirements for Public or Private Secondary Educational Facilities as listed in Section 25-6, Appendix A

### (requested) in a "SF-3-NCCD-NP", Family Residence – Neighborhood Conservation Combining District - Neighborhood Plan zoning district. (Hyde Park)

12 14

June 8, 2015 - The public hearing was closed on Board Member Melissa Hawthorne motion to Postpone to July 13, 2015, Board Member Michael Von Ohlen second on a 7-0 vote; POSTPONED TO JULY 13, 2015.

#### FINDING:

- 1. The Zoning regulations applicable to the property do not allow for a reasonable use because:
- 2. (a) The hardship for which the variance is requested is unique to the property in that: (b) The hardship is not general to the area in which the property is located because:
- 3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

Leane Heldenfels Executive Liaison

Jeff Jack Chairman

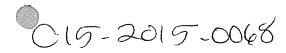
## CITY OF AUSTIN Board of Adjustment/Sign Review Board Decision Sheet



DATE: Monday, May 11, 2015	CASE NUMBER: C15-2015-0068
Jeff Jack - Chair Michael Von Ohlen Melissa Whaley Hawthorne - Vice Chair Sallie Burchett Ricardo De Camps Brian King Vincent Harding	
APPLICANT: Nikelle Meade	
OWNER: Adam Wilson	
ADDRESS: 5000 MARTIN AVE, FOR EVONO	
VARIANCE REQUESTED: The applicant has requested 832 (Private Schools) (1), of Division 3 – Civic Uses to width of a street that the site must be located on from where it connects with another street that also has a particle (required) to 27 feet paved width on both 50th Street a paved width on Martin Avenue (requested) in order to maximum number of students from 68 students (preving 125 student in a "SF-3-NCCD-NP", Family Residence – Combining District - Neighborhood Plan zoning districts OARD'S DECISION: POSTPONED TO June 8, PEOUEST (DENOTIFICATION PROJUED)	o decrease the minimum paved at least 40 feet from the site to paved width of at least 40 feet and Evans Avenue and 31 feet remodel and increase the fous BOA variance requirement) to Neighborhood Conservation ct. (Hyde Park)
REQUEST (RENOTIFICATION REQUIRED) FINDING:	
<ul> <li>The Zoning regulations applicable to the property of because:</li> <li>(a) The hardship for which the variance is requested (b) The hardship is not general to the area in which the variance will not alter the character of the area impair the use of adjacent conforming property, and the regulations of the zoning district in which the polynomial of the polynomial</li></ul>	ed is unique to the property in that:  the property is located because:  a adjacent to the property, will not  and will not impair the purpose of

Chairman

**Executive Liaison** 



#### Heldenfels, Leane

From:

Meade, Nikelle <

Sent:

Monday, May 11, 2015 3:56 PM

To: Cc:

Sorola, David Heldenfels, Leane

Subject:

RE: BOA Case No. M-11 Tonight

12/18

Leane and David,

We have not heard back yet from our neighbor who expressed concern about the notice. However, in the interest of time, by this email we are going ahead with requesting a postponement of the case to the June 8th meeting. We would like to use the additional time to get the notice and posting corrected to remove the reference to remodeling.

Please let me know if you need any additional information from me to get this request to the Board.

Nikelle Meade Partner

HUSCH BLACKWELL LLP

111 Congress Avenue, Suite 1400 Austin, TX 78701-4093 Direct: 512.479.1147 Fax: 512.226.7373

huschblackwell.com View Bio I View VCard

Named a first-tier national real estate law firm by U.S. News-Best Lawyers in 2015.

From: Meade, Nikelle

Sent: Monday, May 11, 2015 2:33 PM

**To:** 'Sorola, David' **Cc:** Heldenfels, Leane

Subject: RE: BOA Case No. M-11 Tonight

Correct, understood. I have contacted the neighbor whom I assume raised the concern. I wanted to see if he wants the case postponed or not. I am waiting to hear from him. If he would prefer it be postponed, we will ask for the postponement.

Nikelle Meade Partner

HUSCH BLACKWELL LLP

111 Congress Avenue, Suite 1400 Austin, TX 78701-4093 Direct: 512.479.1147 Fax: 512.226.7373

huschblackwell.com View Bio | View VCard

Named a first-tier national real estate law firm by U.S. News-Best Lawyers in 2015.

From: Sorola, David mailto:David.Sorola@austintexas.gov

**Sent:** Monday, May 11, 2015 1:55 PM

To: Meade, Nikelle

C19-0000



CASE# ROW# TAX#



### CITY OF AUSTIN APPLICATION TO BOARD OF ADJUSTMENT GENERAL VARIANCE/PARKING VARIANCE

WARNING: Filing of this appeal stops all affected construction activity.

	STREET ADDRESS: 5001 Evans Avenue and 5000 Martin Avenue and 5002 Martin Avenue
	LEGAL DESCRIPTION: Subdivision – The Highlands
	1-7; S/2 of Lot(s) lot 8; 27-32Block 6 Outlot Division
	I/We Nikelle Meade of Husch Blackwell on behalf of myself/ourselves as authorized agent for
	The Griffin School, Inc., a Texas nonprofit corporation affirm that on May 14, 2015,
	hereby apply for a hearing before the Board of Adjustment for consideration to:
	(check appropriate items below and state what portion of the Land Development Code you are seeking a variance from)
	ERECT ATTACH COMPLETE REMODEL _X MAINTAIN
om 4 prov (as wer	plicant is seeking a variance from the minimum street pavement width requirement of Section 25-2-832 to feet minimum (required) to 27 feet minimum (existing) in order to amend a condition of a previously-red variance so that the applicant can increase the maximum number of students allowed on the site from imposed by the Board on August 9, 2010, in Case No. C15-2010-0075 and Case No. C15-2010-0076) to the of either 125 or the number of students permitted based on the number of parking spaces provided in ance with the Off-Street Parking Requirements for Secondary Educational Facilities.
COIC	in a SF-3-NCCD-NP district.

VARIANCE FINDINGS: I contend that my entitlement to the requested variance is based on the following findings (see page 5 of application for explanation of findings):



#### REASONABLE USE:

1. The zoning regulations applicable to the property do not allow for a reasonable use because:

the property cannot be used as a school without a variance from the street width requirements. So, the only other available use for the property would be a church or a single-family residence. A church is not a reasonable use because there is insufficient parking to accommodate church activities. A single-family residential use is not reasonable because the site is already developed with commercial and civic-type buildings that would have to be demolished and replaced.

#### HARDSHIP:

2. (a) The hardship for which the variance is requested is unique to the property in that: the property is a neighborhood school situated between three small neighborhood streets, whereas most other schools in the city are located on larger streets and arterials. Further, whereas schools are required to have larger street widths than other

uses because of emergency access and turn and maneuvering radii of school busses, the applicant's use does not create a concern because there is sufficient fire and emergency access to the property by more than one street, and the school does not utilize school busses for the transport of students.

(b) The hardship is not general to the area in which the property is located because: the Griffin School is the only property in the area that does not meet the street width requirement as it is the only school in the area located on a street that is less than the minimum width.

#### AREA CHARACTER:

3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

the use for which the variance is needed already exists on the property and the addition of students will not bring more traffic to the site than the site can accommodate.

**PARKING:** (Additional criteria for parking variances only.)

Request for a parking variance requires the Board to make additional findings. The Board may grant a variance to a regulation prescribed Section 479 of Chapter 25-6 with respect to the number of off-street parking spaces or loading facilities required if it makes findings of fact that the following additional circumstances also apply:

****	amba or man ma rono, mb againman and amba of to.
1.	Neither present nor anticipated future traffic volumes generated by the use of the site
	or the uses of sites in the vicinity reasonable require strict or literal interpretation and
	enforcement of the specific regulation because:

2.	The granting of this variance very public streets in such a manner streets because:			
3.	The granting of this variance with the objectives			
4.	The variance will run with the the site because:	use or u	ses to which it	pertains and shall not run with
Z	NOTE: The Board cannot grant a privilege not enjoyed by otl	. variance hers simil	that would prov	vide the applicant with a special otentially similarly situated.
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Prin	nted <u>Nikelle Me</u> ade	Phone	512-479-1147	Date 5/14/2015
	WNERS CERTIFICATE – I affirr true and correct to the best of my k			ained in the complete application
Sigr	ned		Mail Address <u>:</u>	5001 Evans Ave.
	y, State & Zip Austin, Texas 78751			
-	nted Adam Wilson, Director, The Griffin School, Inc., a Texas	Phone	512-454-5797	Date 3/27/2015

nonprofit corporation

2.	The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:
3.	The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:
4.	The variance will run with the use or uses to which it pertains and shall not run with the site because:
	OTE: The Board cannot grant a variance that would provide the applicant with a special
14.	privilege not enjoyed by others similarly situated or potentially similarly situated.
API app	PLICANT CERTIFICATE – I affirm that my statements contained in the complete olication are true and correct to the best of my knowledge and belief
Sign	med Mail Address 111 Congress Ave., Suite 1400
City	, State & Zip Austin, TX 78701
Prin	ted Nikelle Meade Phone 479-1147 Date 3/25/15
are t	NERS CERTIFICATE - I affirm that my statements contained in the complete application true and correct to the best of my knowledge and belief.
Sign	med Alan Mail Address 5001 Evans Ave.
City	State & Zip Anstin, TX 78751  ted Adam Wilson Phone 454-5797 Date 3/27/2015
Print	ted Adam Wilson Phone 454-5797 Date 3/27/2015

CET FLE LATERAL REGY OF CHARLES ALE
PRINCES IN THE SHARES AND CHARLES ALE
CONTRACTOR OF SHARES OF CHARLES AND CHARLES OF SHARES OF SHARE

ADDITIONAL APPROVALS MAY BE NECESSARY DETERMENTS

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# SITE DEVELOPMENT PLAN

## GRIFFIN SCHOOL

# 5000 MARTIN AVE, AUSTIN, TEXAS 78751

## SUBMITTAL DATE: JUNE 09, 2014

### ATTN: ADAN WILSON — DIRECTOR SODI EVANS AVE, THE CRIFFIN SCHOOL OWNER

TRELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERFICATION OF ALL DATA, INFORMATION AND CALCILLATIONS SUPPLIED BY THE APPLICANT THE ENGINEER OF RECORD IS SOLELY PESPONSIBLE FOR THE

VERIFICATION

GENERAL PLAN NOTES

## LEGAL DESCRIPTION

COMPLETENESS, ACCURACY AND ADEQUACY OF HIGHER SUBMITAL, WHETHER OR NOT THE APPLICATION IS RENEWED FOR CODE COMPUNNE BY CITY ENGINEERS.

WATERSHED STATUSCHES PROJECT IS LOCATED IN THE

A DEBONSION OF TRANS COURTY TEXAS ACCORDAS TO THE MAP OF PLAT THEREOF, REDORDED IN VOL. 2, PG. 55 OF THE PLAT HECONDS. LOT 27-32, BLOCK & OF THE HIGHLANDS.

WALLER CREEK (URBAN) & BOXON CREEK WATERSHED.
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WATERSHED FROTECTION REQUISIONS APPLICABLE AS

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ONE ¥S SITE 145 BEEN APPROVED DEVELOPMENT CONESIVE DEN SPC-20:C-0208A

FIRE CODE NOTES

HE FRE FLOW REQUIREMENT: 1,500 GPM BUILDING TYSE: V—8 BUILDING SIZE: 2,658 SY AMENDED USE: EJUCATIONAL WATER QUALTY IS NOT REQUIRED BASED ON EQUING 2 DETENTION RECUREMENT IS WAINED IN LETTER GATED

SPRINKLÉR SYSTEMS MUST BE INSTALLED AND TESTED IN ACCORDANCE WITH INFO. 13, AND THE FIRE CODE, BY A LICENSED SFRIMLER CONTRACTOR WITH A PLUMBING UNDERGROUND MAINS FEEDING NEPA 13 PERMIT FOR THE INSTALLATION THE ENTIRE

DIERE ART NO VATURAL SLOPES ON THIS SITE IN EXCEED OF 15%.

SEPTEMBER 25, 2008

THERE ARE NO KNOWN CRTICAL EHMPONMENTAL FEATURES ON SITE,

THIS PROJECT IS LOCATED HISIDE THE CITY OF AUSTRA NORTH HYDE PARK HEIGHBORHOOD CONSERVATION

MARM MUST BE HYDROSTATICALLY TESTED AT ONE TIME, UPRESS ISOLATION VALVES ARE

PROVIDED BETWEEN TESTED SECTIONS

COMBINNO DISTRICT, ORDINANCE NO 20050818-064,
THE STE PLAN IS SUBLECT TO SUBCHAPTER E OF THE
LAND DEVELOPMENT, CODE. (COMMERCIAL, DESCRI

ALL IMPROVENCES STALL BE MADE IN ACCORDANCE WITH THE RECENT STALL AND ADDITIONAL IMPROVEMENTS WILL PROMISE STALL AND ADDITIONAL DISPARANCES. THE PLANNING AND DEVELOPMENT RECENTANCES.

SITE PLAN RELEASE NOTES

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APPROVAL OF THIS SITE PLAN DOES NOT INCLUDE BUILDING AND

COMPLY WITH REQUIREMENTS OF THE LAND

FIRE CCOE APPROVAL NOR BUILDING PERMIT APPROVAL ALL. SIGNS MUST. COMPLY WITH REQUIREMENTS OF

GRID: K25 MAPSCO; 5558 & 555Q LOCATION MAP SITE N) S JOH BERT 1753

#### SHEET INDEX SHEET TITLE

RECOMMENDED FOR APPROVAL

COVER SHEET

SCHEMETTAL DATE

DEVELOPMENT PERVIT NUMBER

- GENERAL NOTES
- PROPOSED DRAINAGE AREA MAP TREE PROTECTION & EROSION EXISTING DRAINAGE AREA MAP

BATE

DRECTOR OF PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

- 9. LANDSCAPE PLAN (1 OF 2) B. IYPICAL DEIANS CONTROL PLAN
- 10. LANDSCAPE PLAN (2 OF 2)
  11. BUILDING FIRST FLOGE PLAN
  12. BUILDING SECOND FLOOR PLAN
  13. BUILDING ELEVATIONS

DITY OF AUSTRA THE DEPARTMENT

## WATER DEMAND

AUSTRA WATER URLITA

SKIFTIN SCRIOOL - 5000 MARTIN AVE, AUSTM, TEXAS 78751

PROPOSED BUILDING: FXTARE LAIT COURT 49 EXISTING BUILDINGS: FIXTURE UNIT COUNT 20

TOTAL FIXTURE UNIT COUNT. BY (35 CPM)

PROPOSED DOMESTIC METER SIZE 15.

## CITY OF AUSTIN REVISIONS/CORRECTIONS

NUMBER	MOLEHBOSED	TEMSE (R) DELETE (D) TOTAL SMEETS NET CHANGE AND (A) SHEET INS IN PLAM SET INFERV CONER (S	TOTAL SHEETS IN PLAN SET	NET CHANGE IMPERV COVER (SF)	ANT GENETE (D) DOLLETE DIEGES NET GHANGE 107AL STIT. OTY OF AUSTIN DATE AND CO. (S. /A), AFPROVAL DATE UNACED (S. /A).	CHY OF AUSTRA DATE APPROVAL DATE WAGED	DATE
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SUBMITTED BY

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WATER AND WASTEWATER SERVICE MIL BE PROVIDED BY THE AL EXSTRAG STRUCTURES SHOWN TO BE REMOVED WILL REQUIRE A DEMOLJICH PERMIT FROM THE CITY OF AUSTIN FLANDING AND DEVELOPMENT REVIEW DEPARTMENT.

CITY OF AUSTIN

4. ADDITIONAL ELECTRIC EASEMENTS WAY BE REDUITED AT A LATER

DEVELOPMENT CODE (CHAPTER 25-10)

FOR ERVENAY CONSINUCION: THE OWNER IS RESPONSIBLE FOR ALL COSTS FOR RELOCATION OF, OR DAMAGE TO UTLINES.

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FIRM REG# F-12469 1701 DIRECTORS BLVD #400. AUSTRA, TX 78744 ENGINEERS & PLANNERS FAX 512 7E1 6167 

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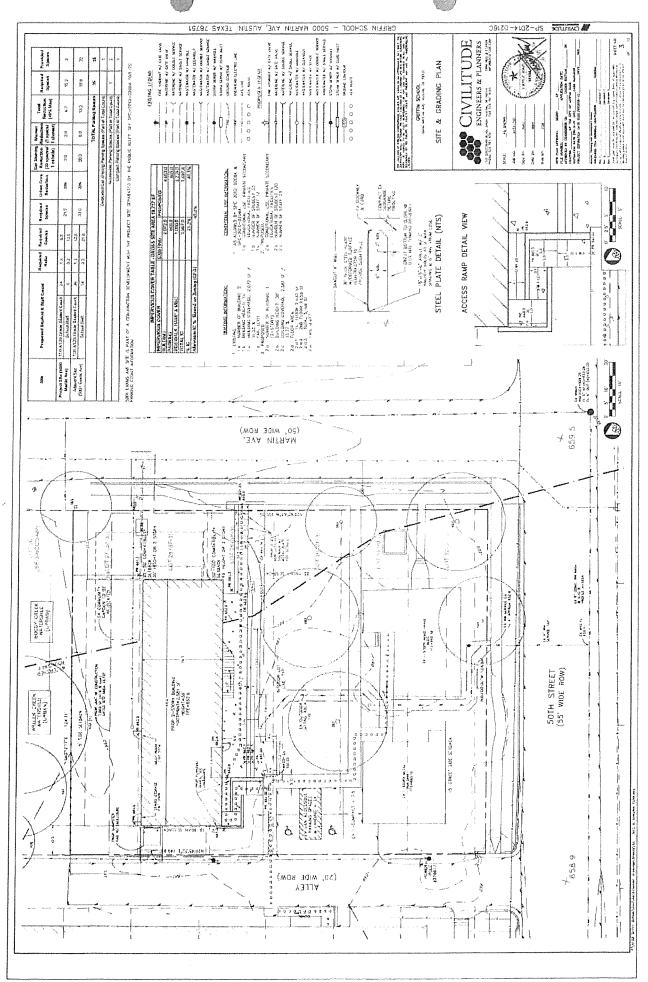
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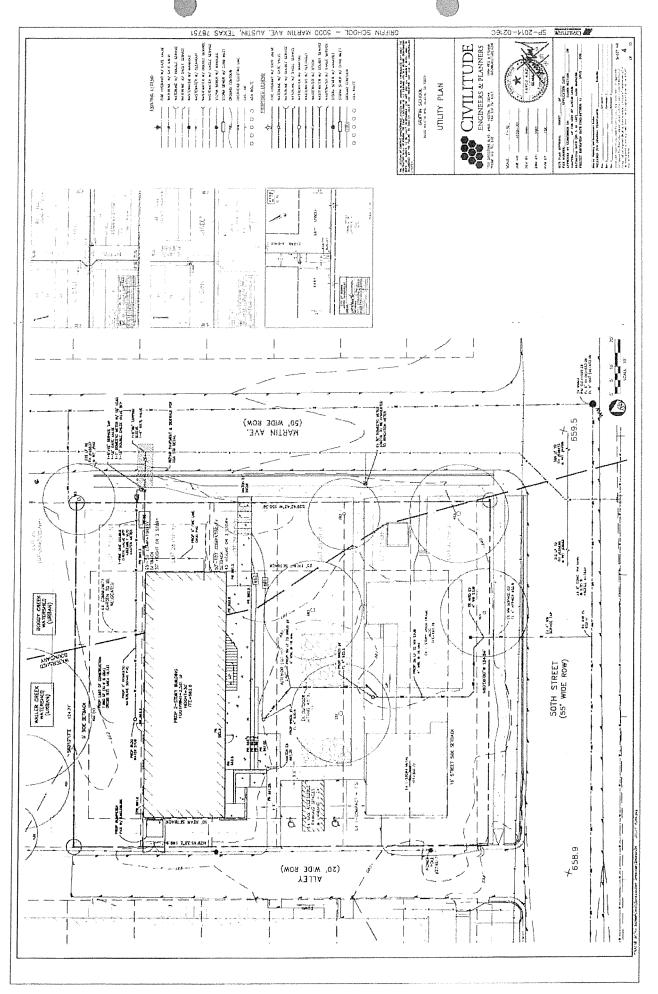
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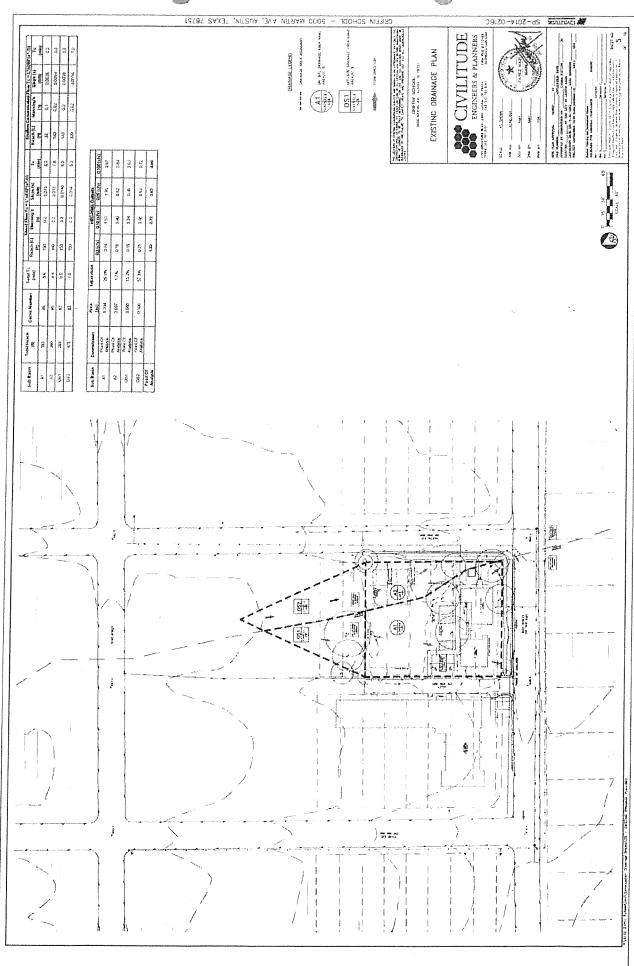
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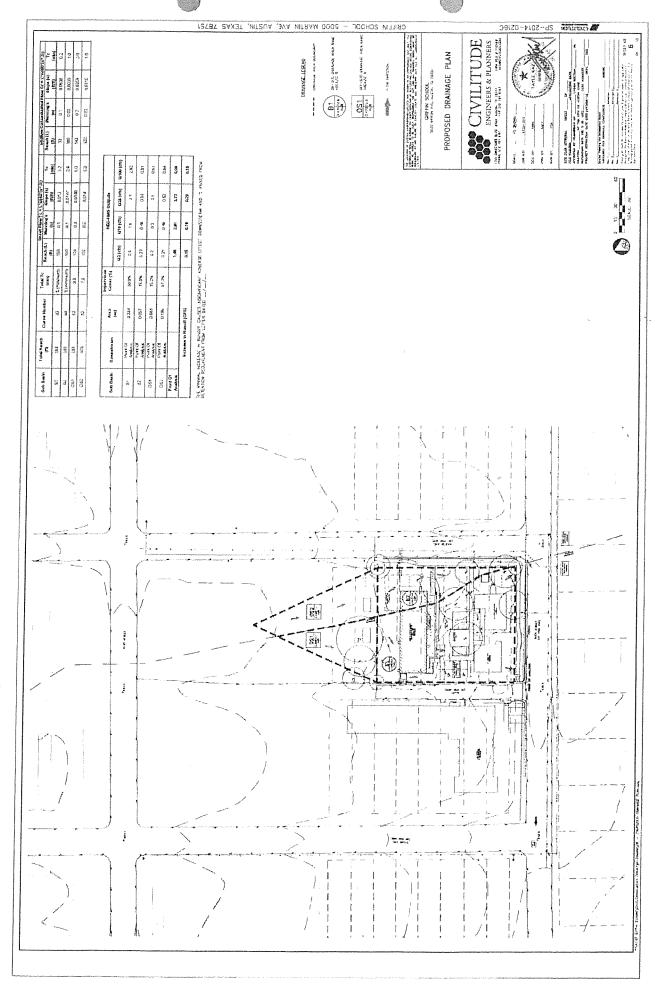
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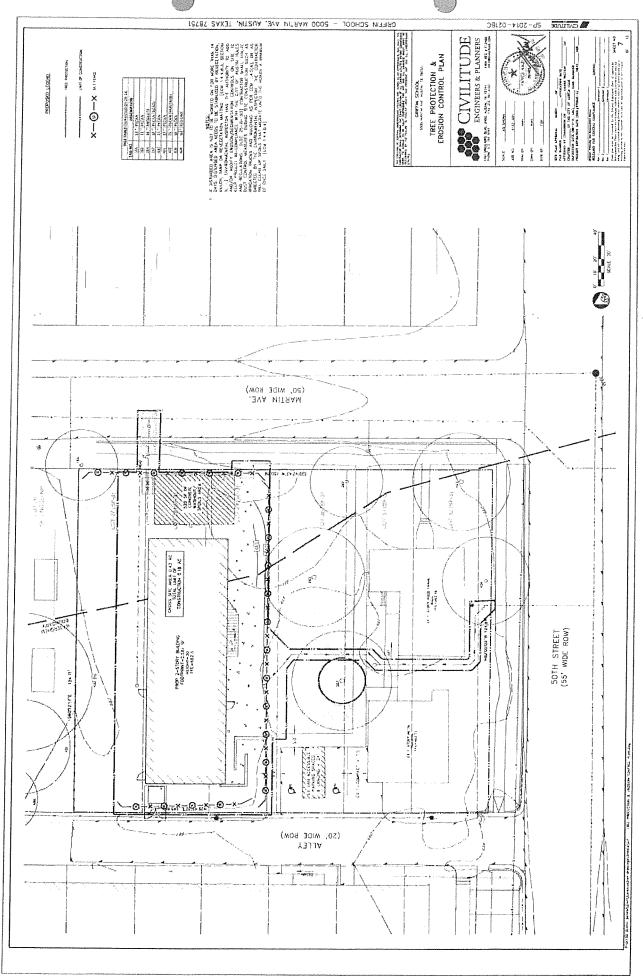


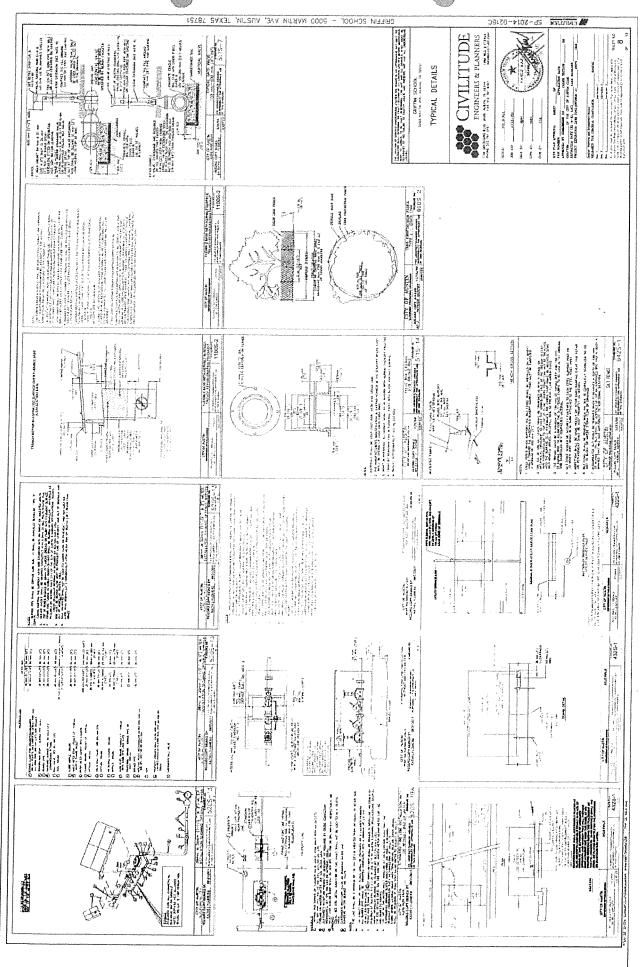


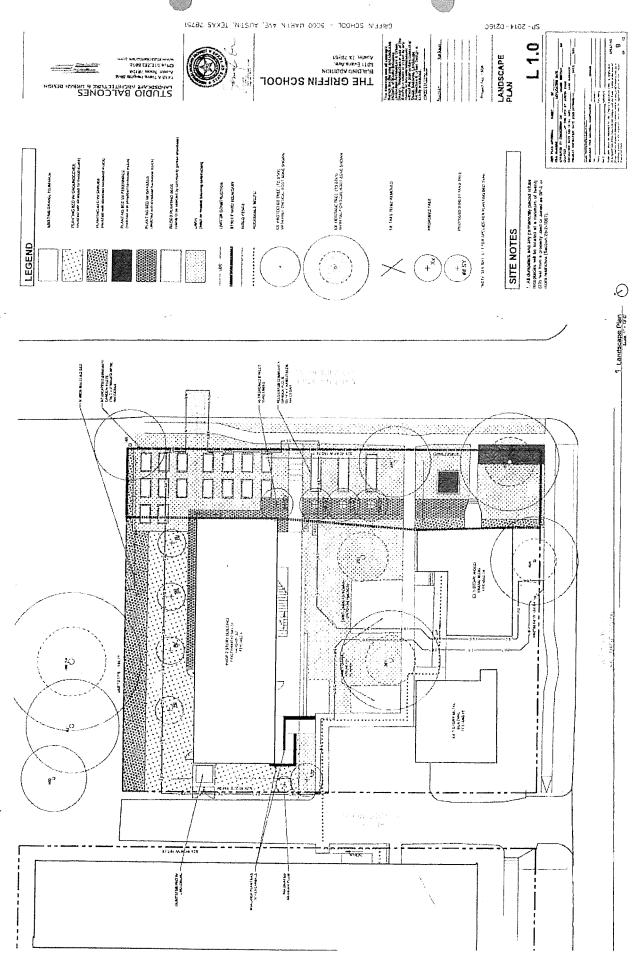












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TREE PLANTINGS

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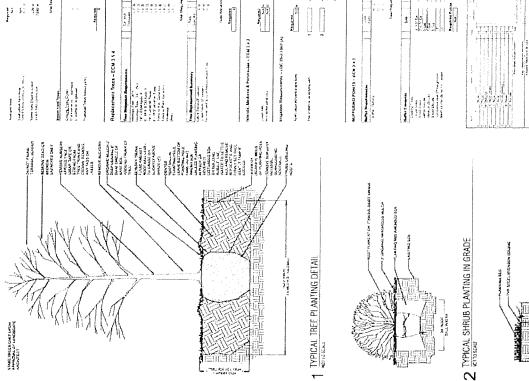
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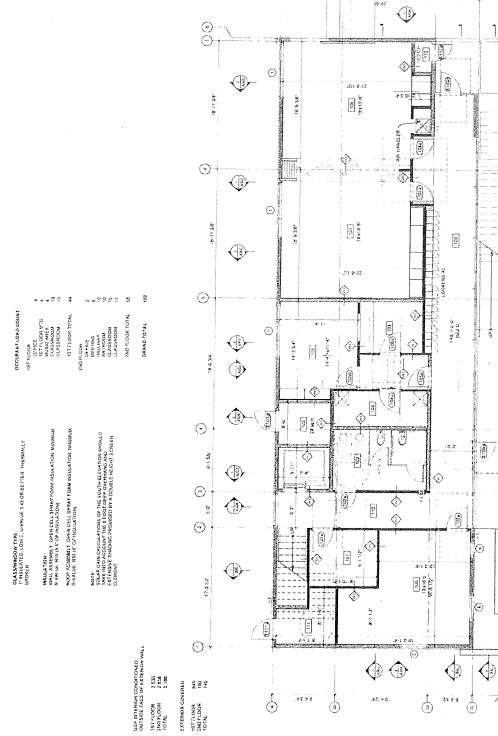
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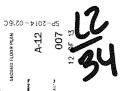
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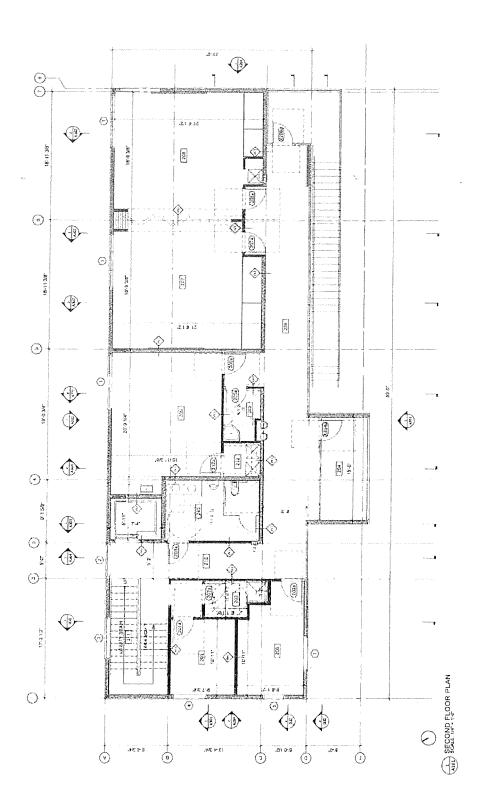


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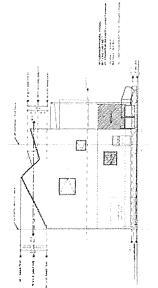




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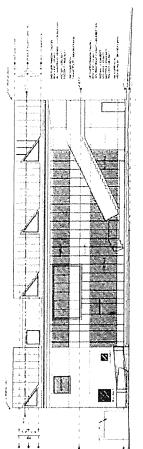
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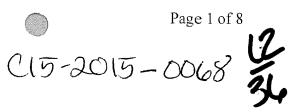
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SOUTH ELEVATION WIO SCREEN



APPENDIX A. - TABLES OF OFF-STREET PARKING AND LOADING REQUIREMENTS. PART 1 - MOTOR VEHICLES

Use Classification	Minimum Off-Street Parking Requirement	Off-Street Loading Requirement
Residential Uses Cottage special use Mobile home residential Secondary apartment special use Single-family residential Small lot single-family residential Townhouse residential Two-family residential Urban home special use	2 spaces for each dwelling unit	None
Accessory apartment	Efficiency dwelling unit: 1 space	None
Condominium residential	1 bedroom dwelling unit: 1.5 spaces	
Multifamily residential	Dwelling unit larger than 1 bedroom: 1.5 spaces plus 0.5 space for each additional bedroom	None
Duplex residential		None
Single-family attached residential		
Standard	4 spaces	
• If Jarger than 4,000 sq. ft. or more than 6 bedrooms	4 spaces or 1 space for each bedroom, whichever is greater	
Bed and breakfast residential	1 space plus 1 space for each rental unit	None
Group residential	1 space plus 1 space for each 2 lodgers or tenants	Schedule C
Retirement housing	80% of the parking otherwise required by this table for the residential use classification	Schedule C
Commercial Uses		10.4.100
Agricultural sales and service	Schedule A	Schedule C
Art gallery	1 space for each 500 sq. ft.	None
Art workshop	Schedule B	None
Automotive rentals	Schedule A	Schedule B
Automotive repair service	1 space for each 275 sq. ft.	Schedule C
Automotive sales	Schedule A	Schedule C
Automotive washing		None
• Automatic (full service)	1 space for each 2 employees plus 6 queue spaces for each queue line	

12	
3	

College and university facilitie	S	Schedule B
Dorm or other residence	1 space for each 2 residents	
Gymnasium or classroom	1 space for each 500 sq. ft.	
Administrative or office	1 space for each 275 sq. ft.	
Communication service facilities	es Schedule A	Schedule C
Community events Community recreation (private public)	e or Schedule B	Schedule B
Congregate living Convalescent services	1 space for each 4 beds, plus 1 space for each 2 employees (largest shift)	Schedule C
Convention center Counseling services	Schedule B	Schedule B
Cultural services	1 space for each 500 sq. ft.	Schedule B
Day care services (commercial, general, or limited)	1 space for each employee	Schedule B
Detention facilities	Schedule B	Schedule B
Family home	2 spaces for each dwelling unit	None
aroup home	Schedule B	None
Guidance services	and the second s	Schedule B
• Residential	1 space for each 4 beds	
<ul> <li>Nonresidential</li> </ul>	1 space for each 275 sq. ft.	
iospital service (general)	1 space for each 4 beds, plus 1 space for each 2 employees (largest shift)	Schedule C
ospital services (limited)	1 space for each 200 sq. ft.	Schedule C
ocal utility services	Schedule B ³	Schedule B
laintenance and service cilities lajor utility facilities	Schedule A	Schedule B
illitary installations ark and recreation services	Schedule B	Schedule B
ostal facilities	Schedule B	Schedule C
ablic assembly	1 space for each 5 persons capacity	Schedule B
iblic or private primary lucational facilities	1.5 spaces for each staff member	Schedule B
blic of private secondary ucational facilities	1.5 spaces for each staff member plus 1 space for each 3 students enrolled in 11th and 12th grades	Schedule B







# CITY OF AUSTIN Board of Adjustment/Sign Review Board, Decision Sheet

DATE: Monday, August 9, 2010	CASE NUMBER: C15-2010-0076
Y Jeff Jack Y Michael Von Ohlen Motion To Y Nora Salinas Y Bryan King Y Leane Heldenfels, Chairman Y Clarke Hammond, Vice Chairma Y Heidi Goebel	
ADDRESS: 600 50TH ST	
minimum street paved width requiren remodel an existing Religious Assem Educational Facility in an "SF-3-NCCI Conservation Combining District – Ne Hyde Park Neighborhood NCCD) The private secondary school must be loc	ant has requested a variance from the nent of Section 25-2-832 (1) in order to ably Use to create a Private Secondary D-NP", Family Residence – Neighborhood eighborhood Plan zoning district. (North e Land Development Code states that a cated on a street that has a paved width of at connects with another street that has a
Ohlen motion to GRANT with conditions	ng was closed on Board Member Michael Von to limit 68 students or 38 parking spaces as per mmond second on an 7-0 vote; GRANTED.
the redevelopment of this existing civic u the variance, the ordinance when adopte	property do not allow for a reasonable use because: use to create another civic use cannot occur without and did not considered a property with three street
property has frontage on three streets ar additional ROW nor paving can be provid would be required to provide the 40ft of p (b) The hardship is not general to the are secondary schools are required to meet t	s requested is unique to the property in that: the nd an alley, none of which has 40ft of paving width, ded when someone else owns the property that paving width for the entire block as in which the property is located because: private this requirement while the nearby public school is a is the only private school in close proximity
<ol> <li>The variance will not alter the character of the use of adjacent conforming property, the zoning district in which the property is church use and the change of use will no</li> </ol>	of the area adjacent to the property, will not impair and will not impair the purpose of the regulations of solocated because: the site is developed with a beto be a detriment to the neighborhood, it will not use ample frontage access, and traffic is being
Susan Walker Executive Liaison	Leane Heldenfels Chairman

Chairman

2/39

CASE# <u>U5-2015-0068</u>
ROW# _____



# CITY OF AUSTIN APPLICATION TO BOARD OF ADJUSTMENT GENERAL VARIANCE/PARKING VARIANCE

WARNING: Filing of this appeal stops all affected construction activity.

PLEASE: APPLI INFORMATION O	CATION MUST BE TYPED WITH ALL REQUESTED COMPLETED.
STREET ADDRESS:	5001 Evans Ave. and 5000 Martin Avenue
LEGAL DESCRIPTI	ON: Subdivision – The Highlands
ot(s) 1-7 & S/2 lot 8; 2	7-32 Block 6 Outlot Division
I/We Nikelle Meade,	Husch Blackwelln behalf of myself/ourselves as authorized agent for
The Griffin School	affirm that on March 25, 2015_,
	tems below and state what portion of the Land Development g a variance from)
(check appropriate in Code you are seeking ERECT ATT The applicant is seeking 25-2-832(1) in order the maximum numbe	tems below and state what portion of the Land Development

being rejected as incomplete. Please attach any additional support documents.



VARIANCE FINDINGS: I contend that my entitlement to the requested variance is based on the following findings (see page 5 of application for explanation of findings):

# **REASONABLE USE:**

1. The zoning regulations applicable to the property do not allow for a reasonable use because:

The school cannot be remodeled without a variance. The school must be expanded in order to meet the needs of local students and to serve more families in the area. It is no longer viable for the school to only serve 68 students.

# HARDSHIP:

2. (a) The hardship for which the variance is requested is unique to the property in that:

The property has frontage on three streets and an alley, none of which has 40 feet of paving width. The 68 student limit is a unique limitation imposed by the BOA, and is not typical of other school properties.

(b) The hardship is not general to the area in which the property is located because:

This code provision only applies to private schools and the Griffin School is the only private school in the area. The 68 student limit was a unique requirement implemented by the BOA.

# AREA CHARACTER:

3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

The property is already being used as a private school, and allowing more students to enroll will be a benefit to the community. There is ample frontage and access along all three streets to mitigate traffic issues caused by the width of the street.

**PARKING:** (Additional criteria for parking variances only.)

Request for a parking variance requires the Board to make additional findings. The Board may grant a variance to a regulation prescribed Section 479 of Chapter 25-6 with respect to the number of off-street parking spaces or loading facilities required if it makes findings of fact that the following additional circumstances also apply:

1.	Neither present nor anticipated future traffic volumes generated by the use of the site
	or the uses of sites in the vicinity reasonable require strict or literal interpretation and
	enforcement of the specific regulation because:
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3. The granting of this vari	ance will not create a safety ectives of this Ordinance be	y hazard or any other condition cause:
4. The variance will run wi the site because:	th the use or uses to which	it pertains and shall not run with
NOTE: The Board cannot g	grant a variance that would pr	ovide the applicant with a special
APPLICANT CERTIFICAT application are true and corry	ect to the best of my knowle	ts contained in the complete
City, State & Zip Austin, TX		
Printed Nikelle Meade	Phone 479-1147	Date 3/25/15
OWNERS CERTIFICATE – are true and correct to the best o	I affirm that my statements coff my knowledge and belief.	ntained in the complete application
Signed	Mail Addres	S
City, State & Zip	pa of the large of	naannen vaa filoliuksi elegiannaa 1. sepäinnä 1918 1920 1. 1. valuuten kannanna manna 1911 1920 1920 1920 1920
Printed	Phone	Date

2.	The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:
3.	The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:
***************************************	
4.	The variance will run with the use or uses to which it pertains and shall not run with the site because:
N	OTE: The Board cannot grant a variance that would provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated.
API app	PLICANT CERTIFICATE – I affirm that my statements contained in the complete elication are true and correct to the best of my knowledge and belief
Sign	med Mail Address 111 Congress Ave., Suite 1400
City	, State & Zip Austin, TX 78701
Prin	nted Nikelle Meade Phone 479-1147 Date 3/25/15
OW are t	NERS CERTIFICATE – I affirm that my statements contained in the complete application true and current to the best of my knowledge and belief.
Sign	ned Alac Mail Address 5001 Evans Ave.
City	State & Zip Austin, TX 78751
Prin	State & Zip Austin, TX 78751  ted Adam Wilson Phone 454-5797 Date 3/27/2015

# DESIGN FEAM

STRUCTURAL ENGAFERING CEAR STRUCTURES JODE 3 (ARAPI SEA), \$8/35 (SE2) 128~1858

## GENERAL PLAN NOTES

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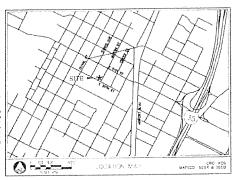
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# SITE DEVELOPMENT PLAN

# GRIFFIN SCHOOL

5000 MARTIN AVE, AUSTIN, TEXAS 78751

SUBMITTAL DATE CUNE 09, 2014



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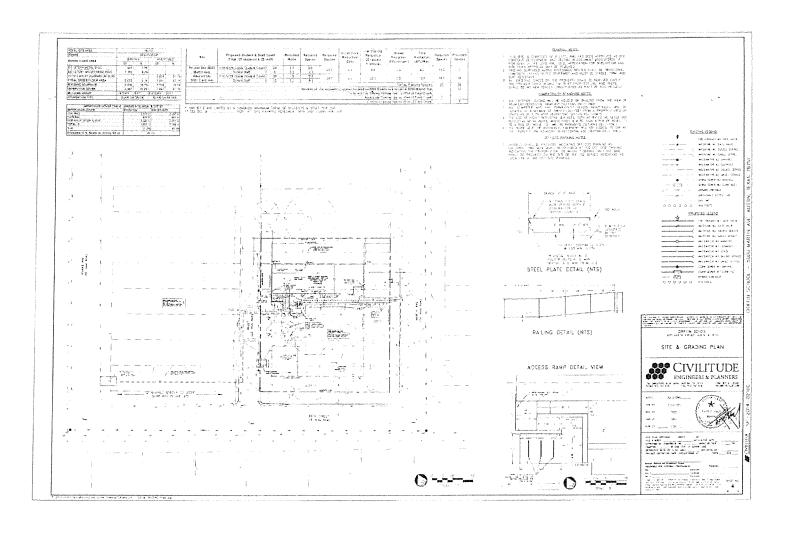
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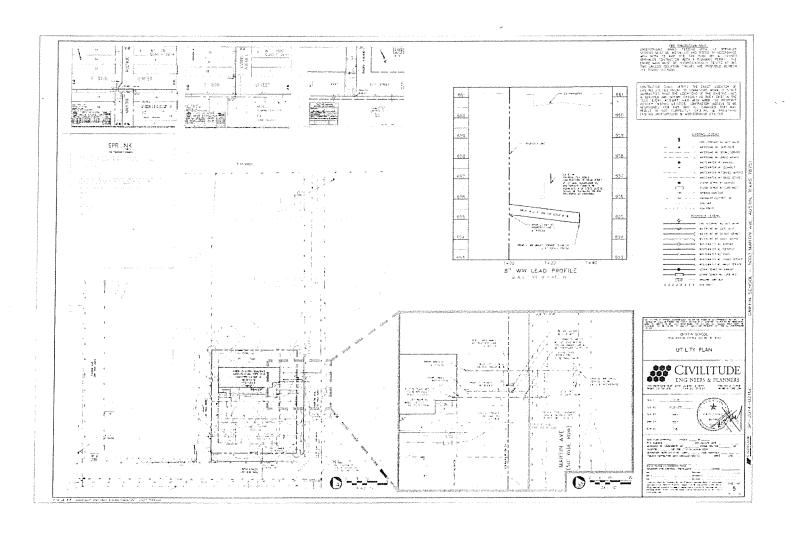
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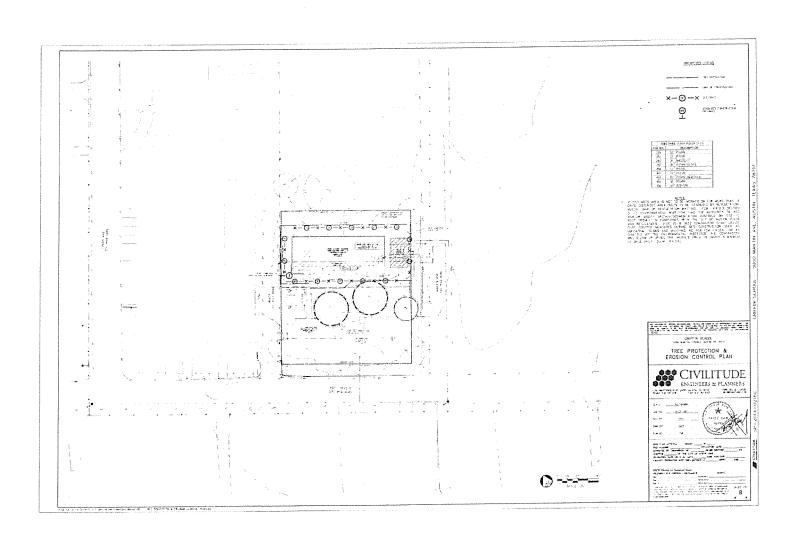


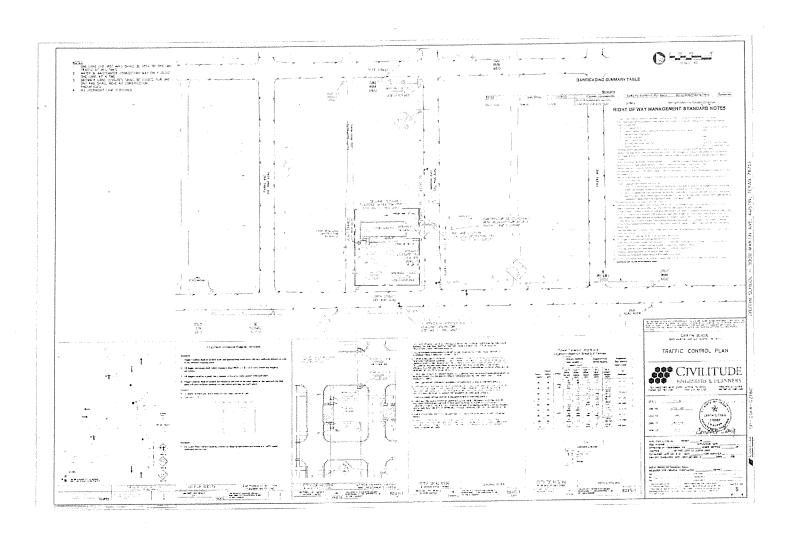


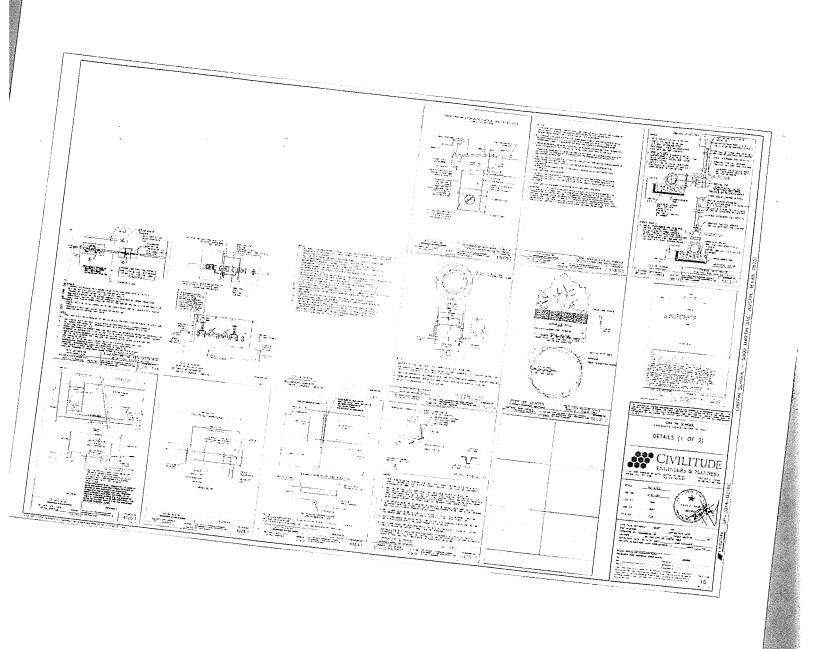
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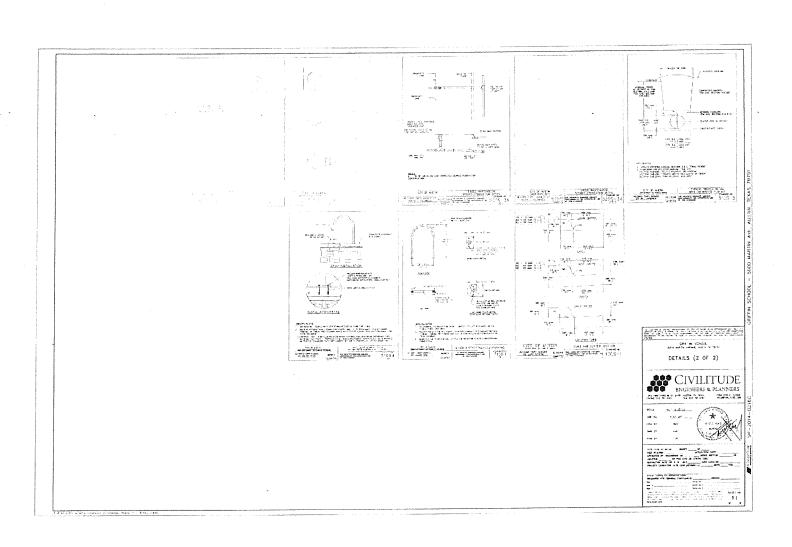
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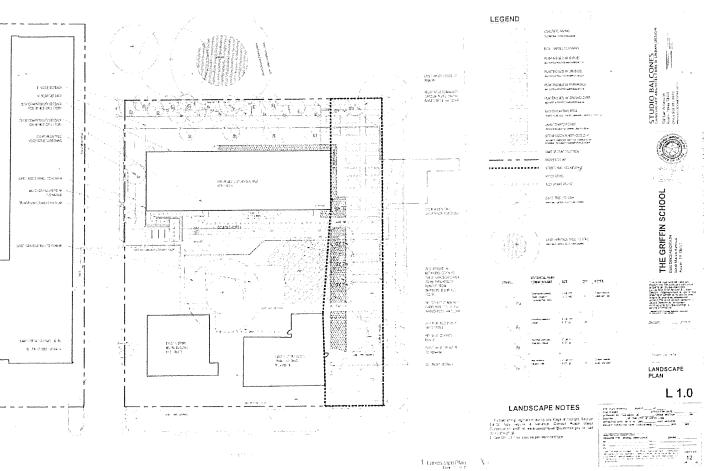
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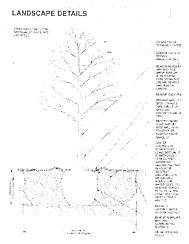












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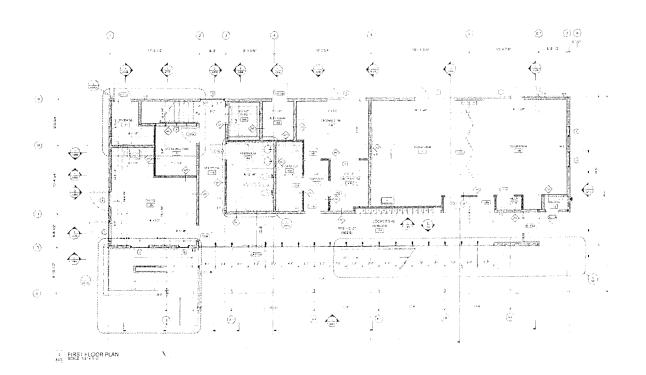


LANDSCAPE CALCULATIONS & DETAILS

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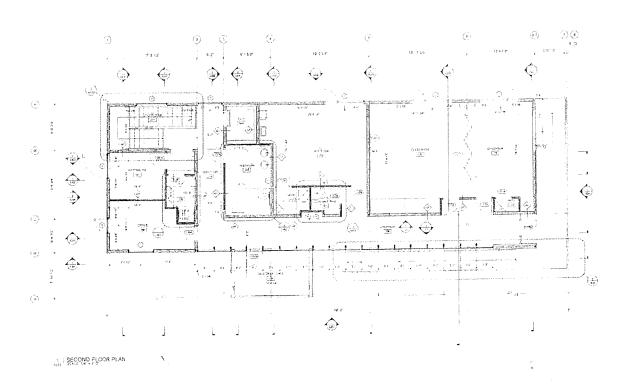




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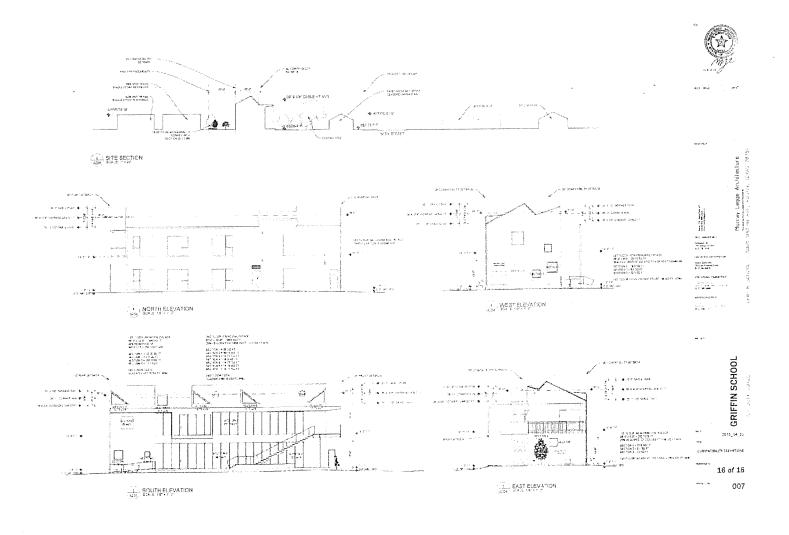
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CHILLIN SCHOOL

15 of 16





# SITE DEVELOPMENT PLAN

# **GRIFFIN SCHOOL**

5000 MARTIN AVE, AUSTIN, TEXAS 78751

## GENERAL PLAN NOTES

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# OWNER

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## LEGAL DESCRIPTION

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## FIRE CODE NOTES

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# SUBMITTAL DATE, JUNE 09, 2014



# SHEET INDEX

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  CONTROL PRAIN

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  TOTAL FIXTURE UNIT COUNT 69 (25 GPM)
- SPERIARD COMESTIC WETER DISE 15

# RECOMMENDED FOR APPROVAL

DEVELOPMENT PERMIT HUMBER

DATE

CITY OF AUSTRY PIPE DEPARTMENT

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# SITE PLAN RELEASE NOTES

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# CITY OF AUSTIN REVISIONS/CORRECTIONS

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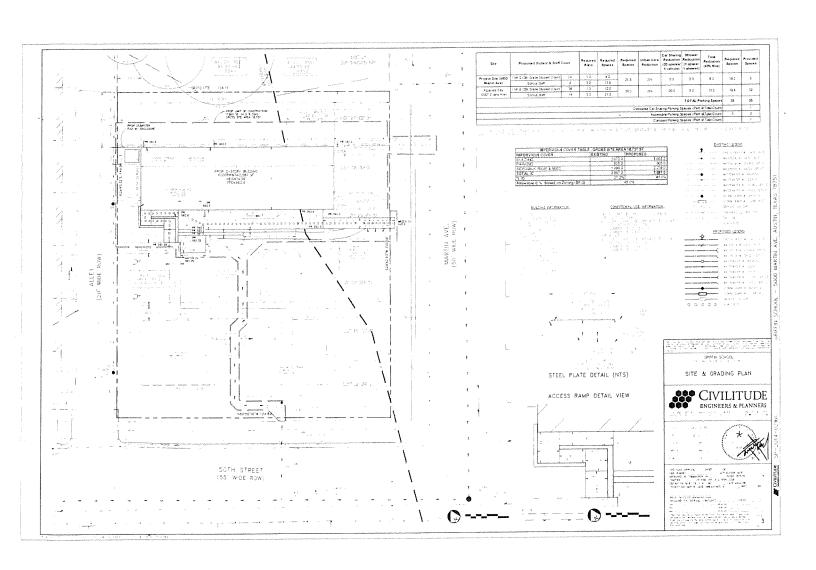
GENERAL NOTES

CIVILITUDE ENGINEERS & PLANNERS

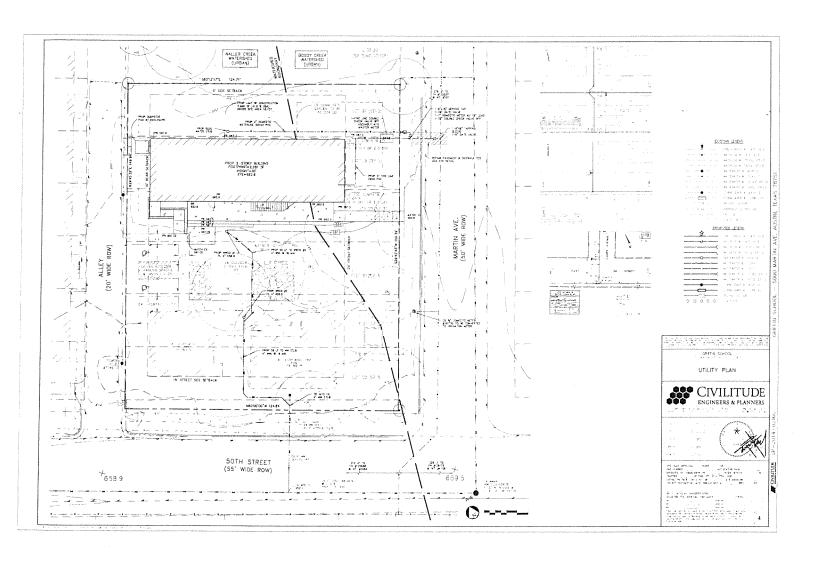


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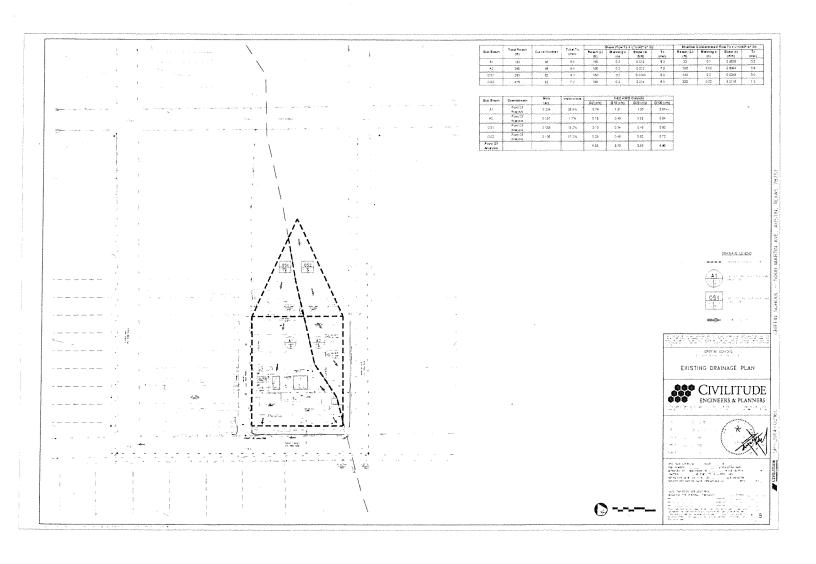




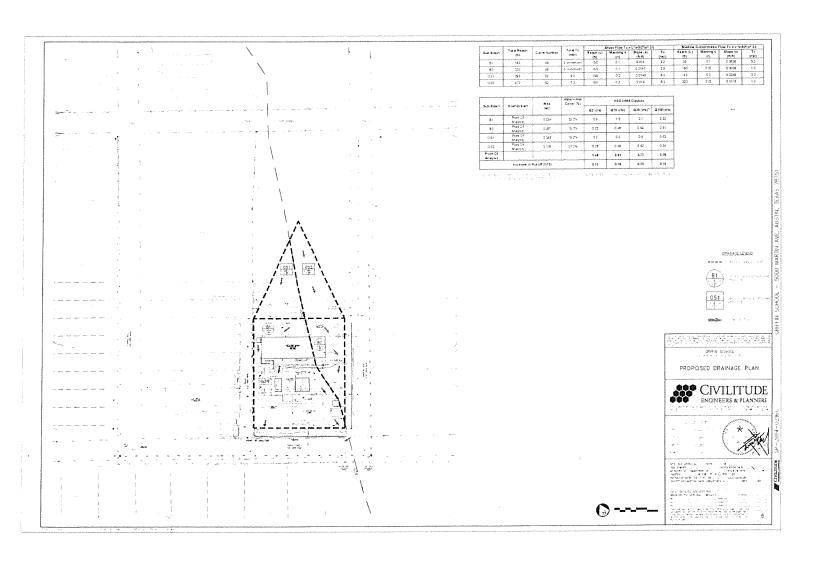




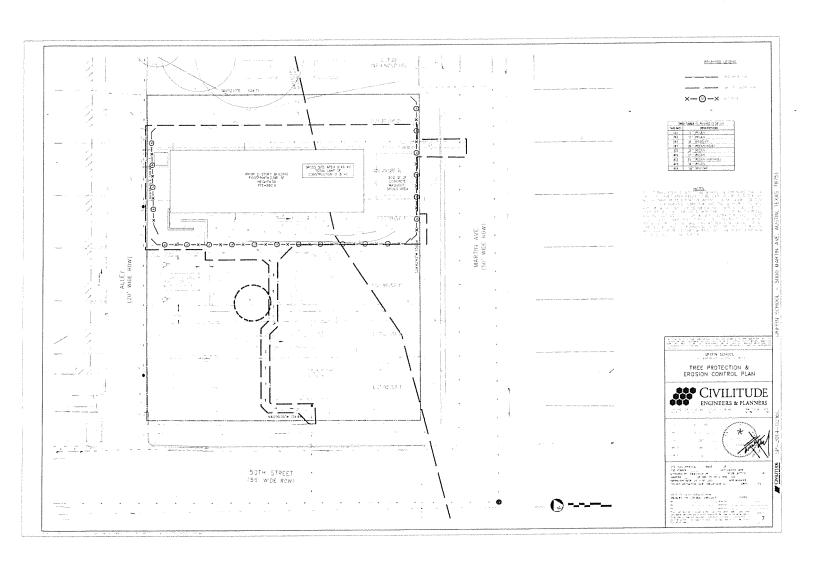


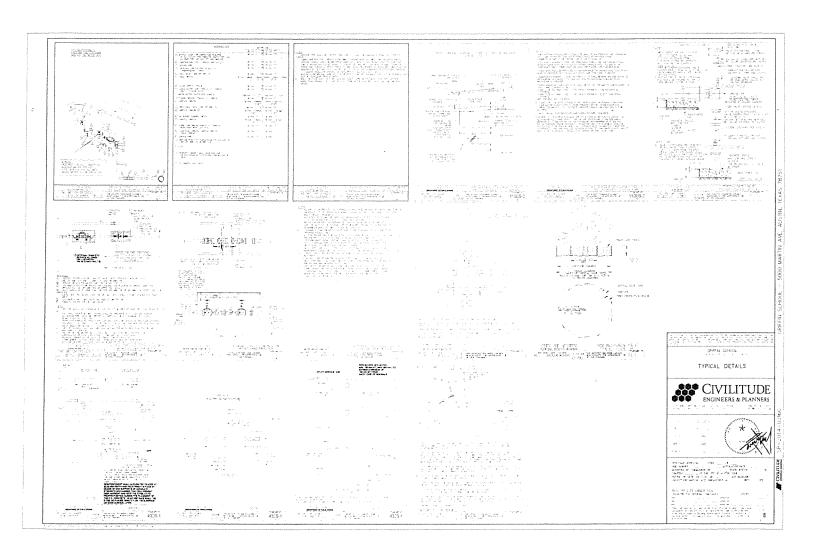


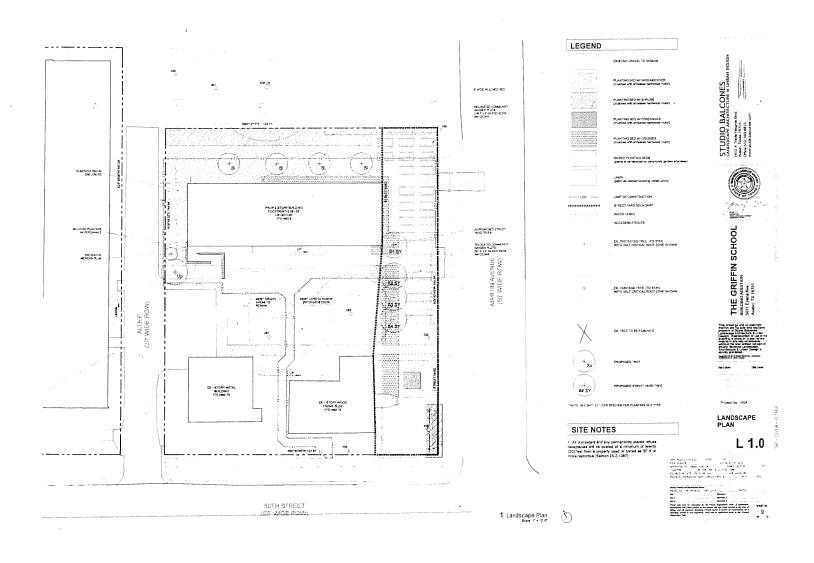


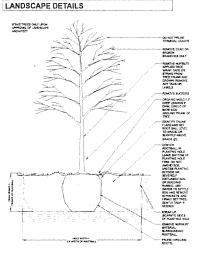




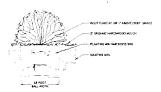








1 TYPICAL TREE PLANTING DETAIL



2 TYPICAL SHRUB PLANTING IN GRADE



LANDSCAPE CALCULATIONS (1214 + 178 (1447 - 118 238 of 1286 of 1 France Ser. Street facilities 1 .4 - 44 Replacement Trees - ECM 2.5.3 The Minimum Apparatus of the San Minimum Appa # Improve the control of the control BUTTERING FOR TS - ECH 2 4 2 No. 1 Section 1. Secti Eurhar Elements
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### IRRIGATION NOTES

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permanently classed inside the ingestor controlled book. A. The integration insiders stall provide a report to the City on a form provided by the Austin Water Ubiny Dec compliance with Subsection 1 when the first plumbing inspection is performed by the City

## PLANT SCHEDULE

TREE PLANTINGS

Most zees (2" call mm ) are from the City of Austin "Appendix i²" zee list and all plants are from the City of Austin "Grow Green" persong list.

Smell Trees
| Locust (Enclosings Japanics), Possumher Holy (Res decisies), Yaupon Holy (Res videotics), Yaupon Holy (Res videotics), Yaupon Holy (Res videotics), Truns Cap (Materialistic International), Seatyperry (California entertains), White Matterer (Appendix Returners), Annual Returner (Appendix Returners), Principles (Returners), Prin

ORNAMENTAL GRASS PLANTINGS

3 gai min. 3 gai min. 1 gai min

PERENNIAL PLANTINGS

Globe Mallow (Spheersberg ambrone) Geurs (Geurs Indhemer), Rock Rose (Peruns (saspeade), Januarem Sage (Phonois Indiceas), Massiam Honeysborder, Christice (Spongere), Heartied Studies) (Scholana ovela subs), Britisheri (Studies) (Scholana ovela subs), Britisheri (Sasara)), Stack eyed Susan (Radbelder India var Jahren Carlon over Studies), Britisheri (Sharana), Stack eyed Susan (Radbelder India var Jahren), Britisheri (Sharana), Stack eyed Susan (Radbelder India var Jahren), Britisheri (Sharana), Stack eyed Susan (Radbelder India var Jahren), Britisheri (Sharana), Stack eyed Susan (Radbelder India var Jahren), Britisheri (Sharana), Britisheri (Sharana),

GROUNDCOVER PLANTINGS

# PLANTING AND DETAIL NOTES

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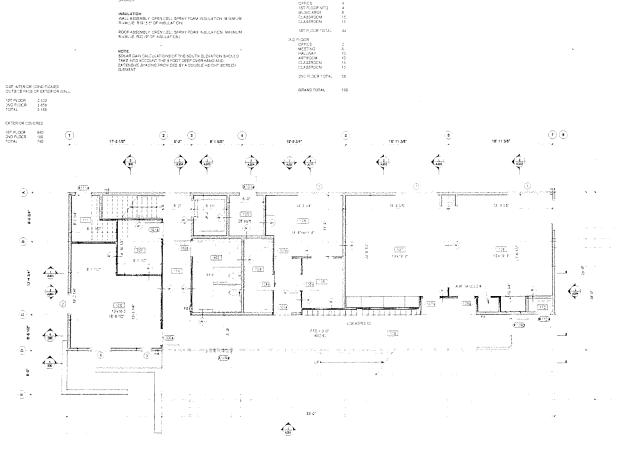
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LANDSCAPE CALCULATIONS & DETAILS

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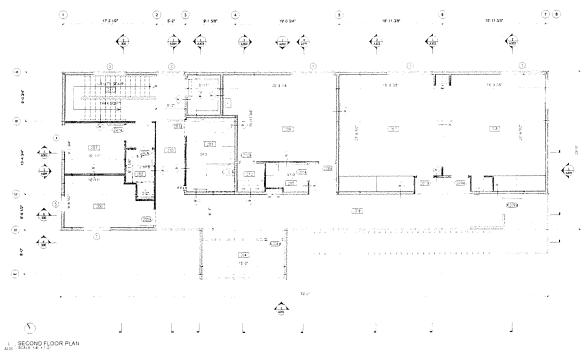
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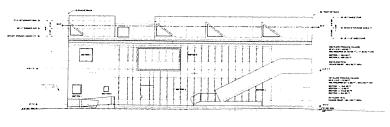
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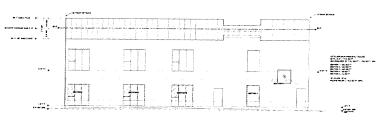
J SOUTH ELEVATION W/O SCREEN



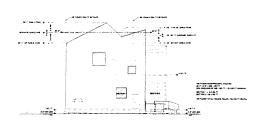
¿ EAST ELEVATION



NORTH ELEVATION



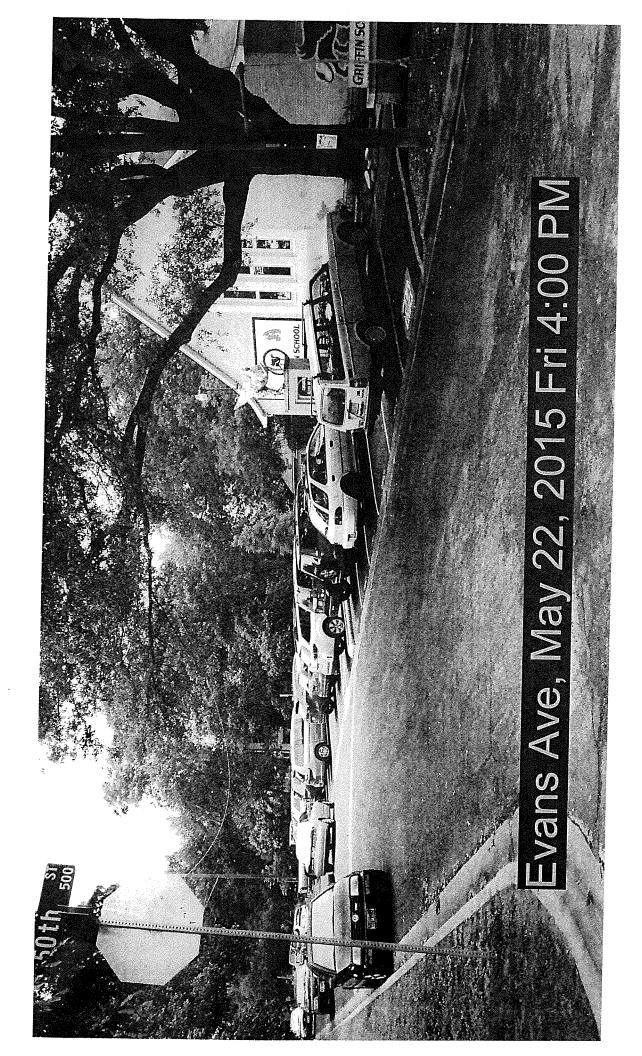
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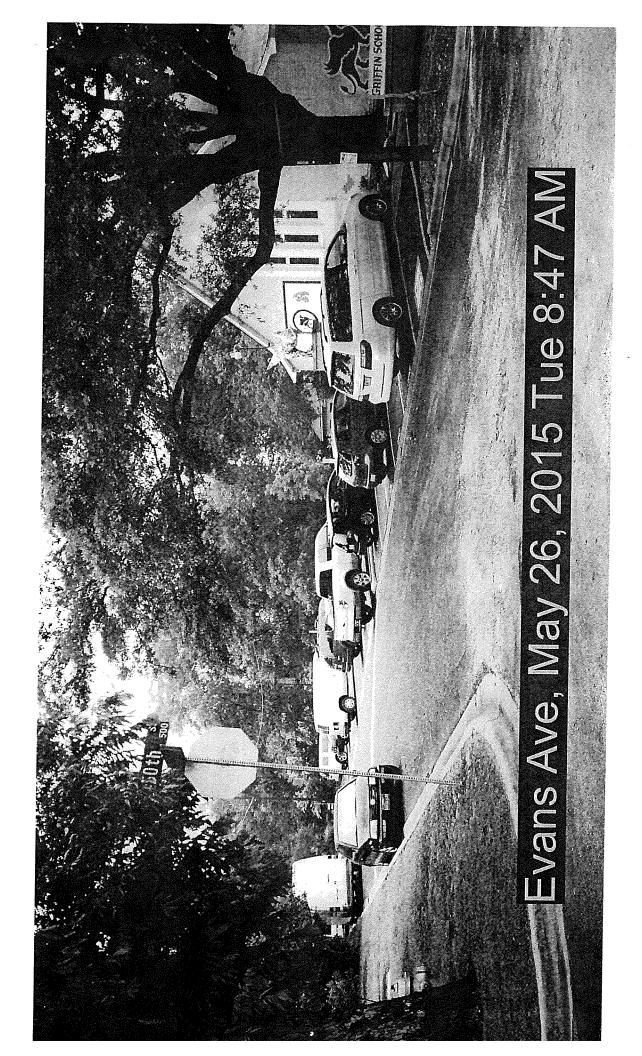


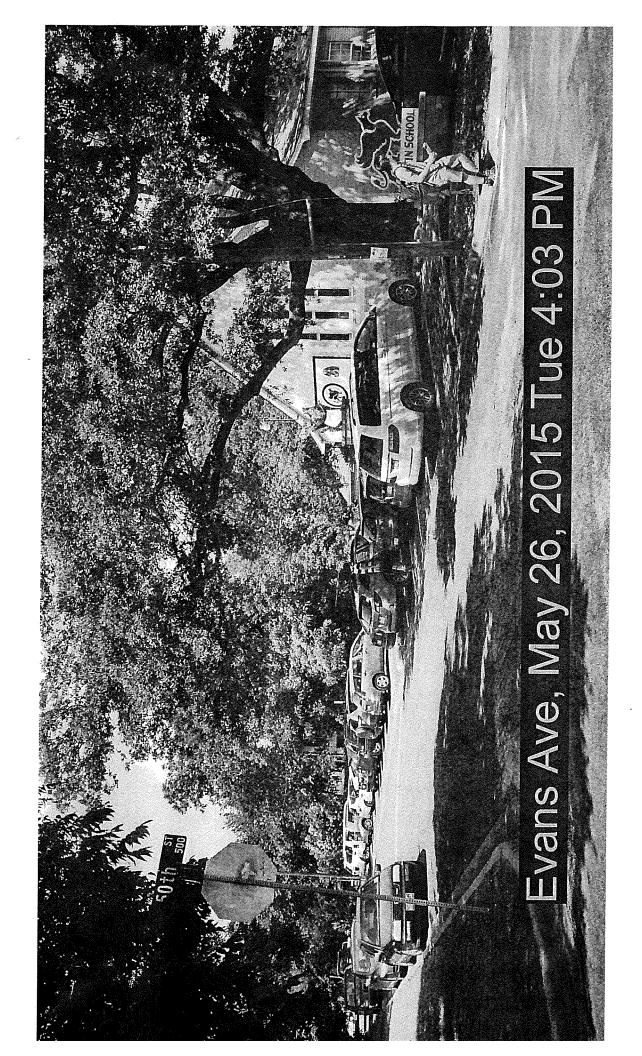
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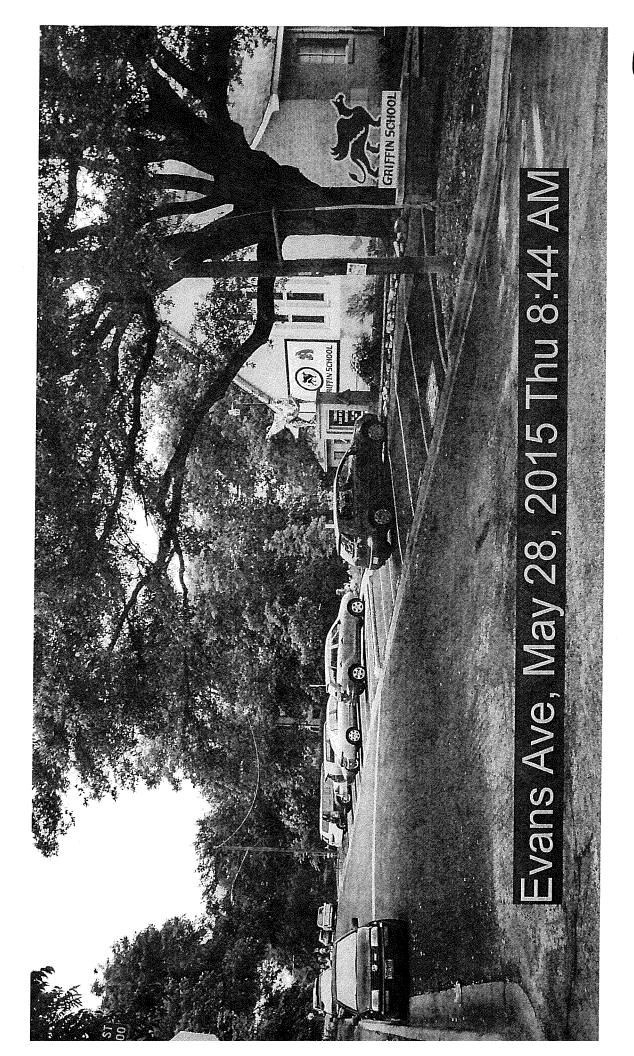
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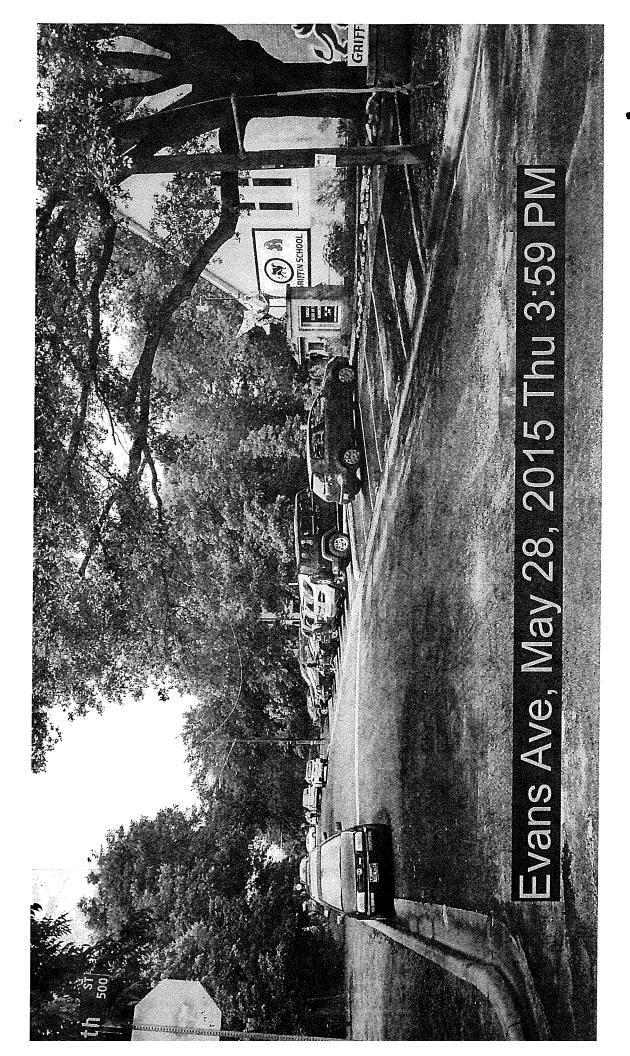
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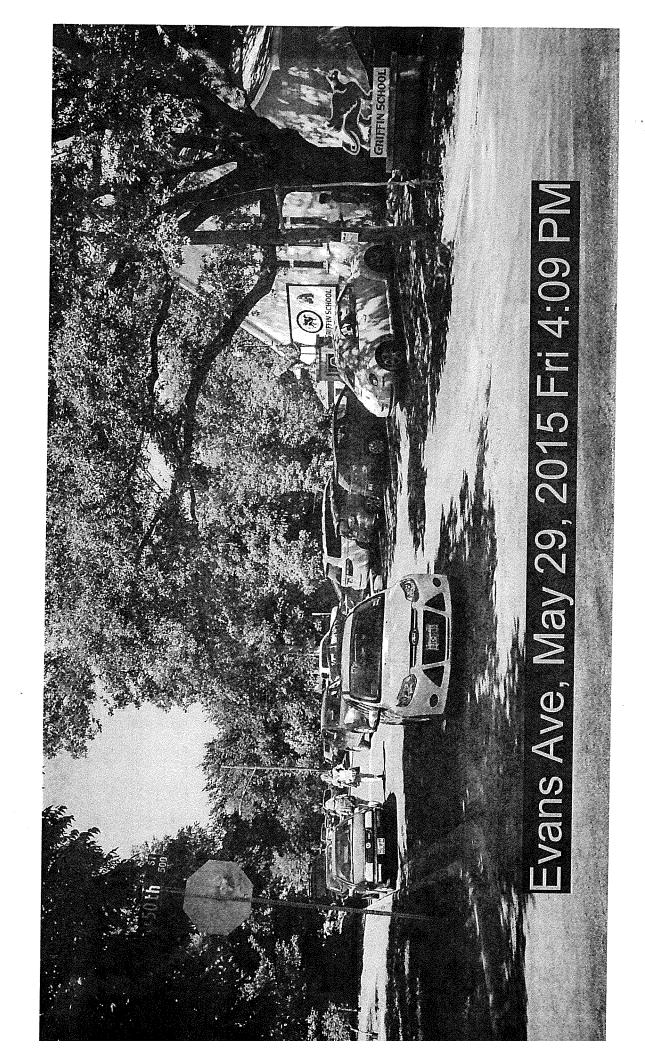


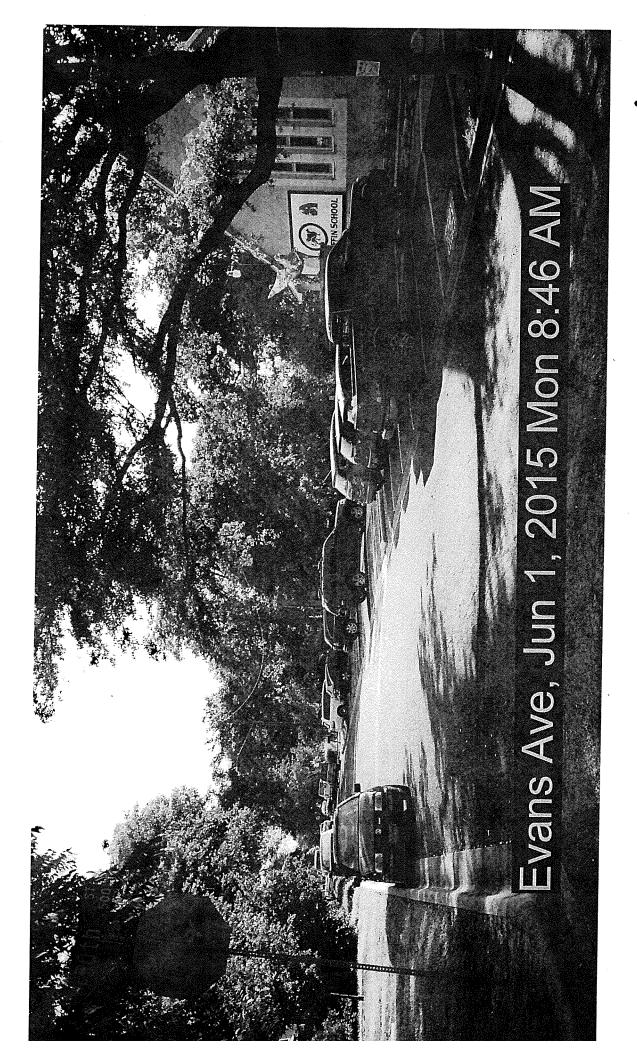


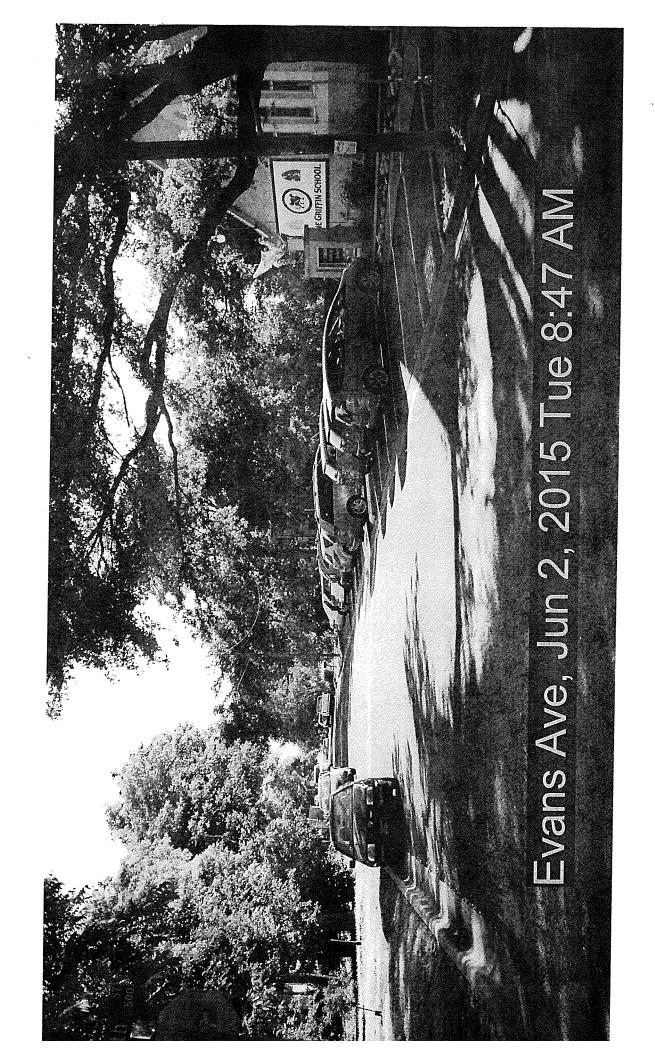




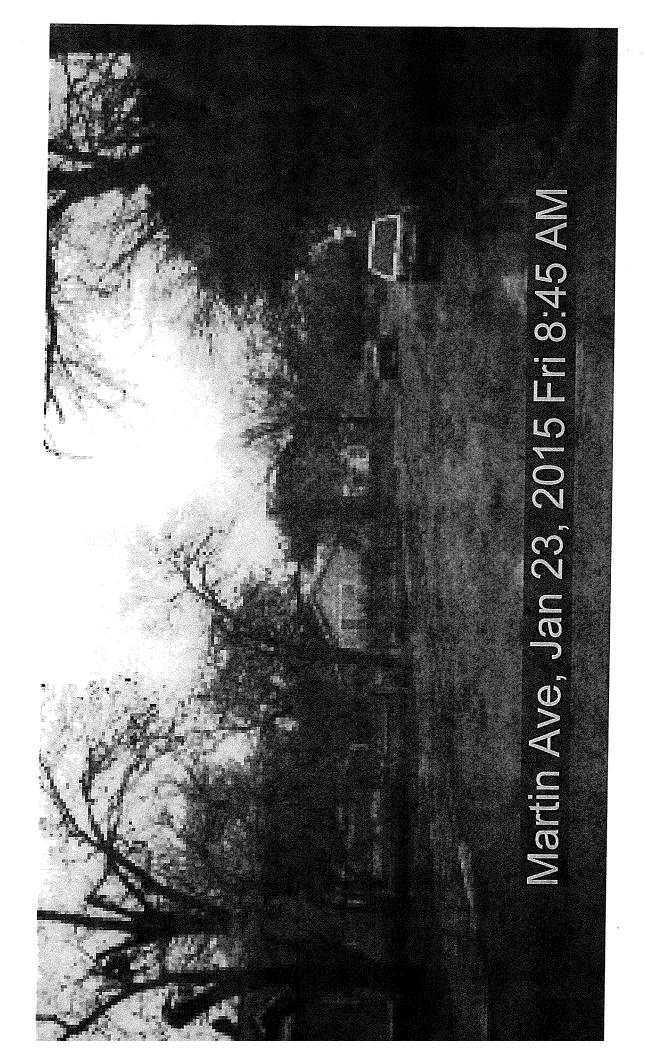




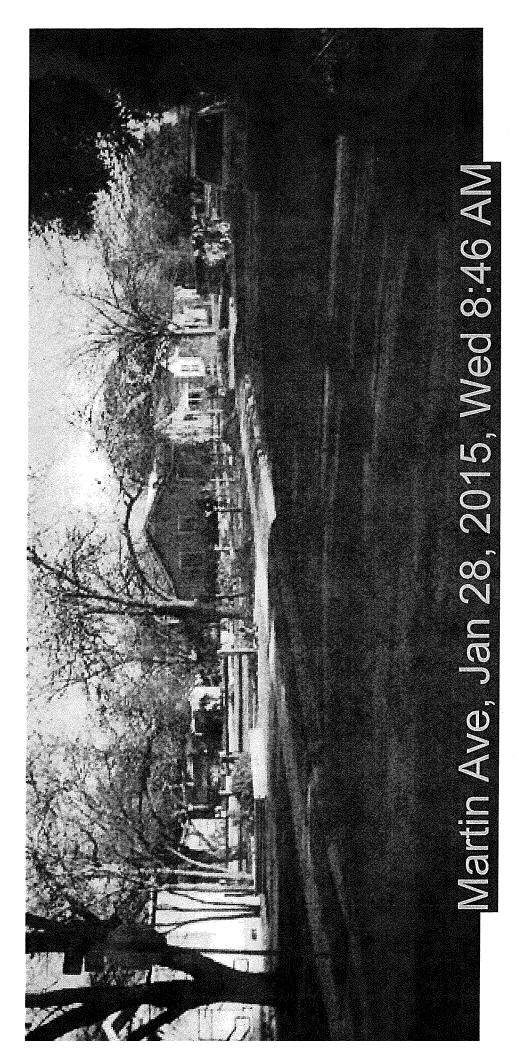




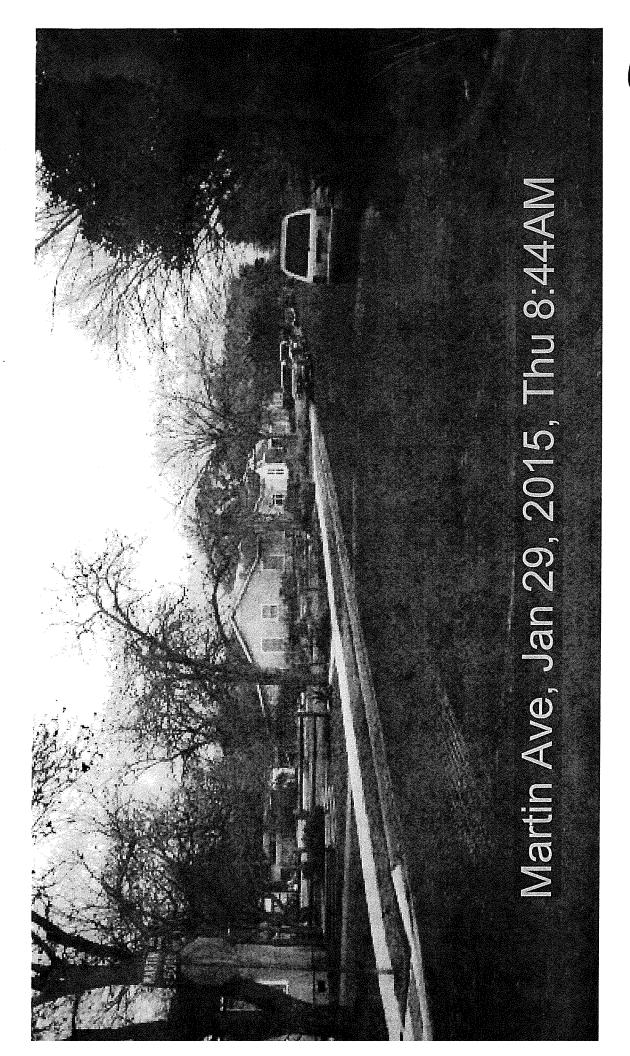
## MARTIN AVENUE





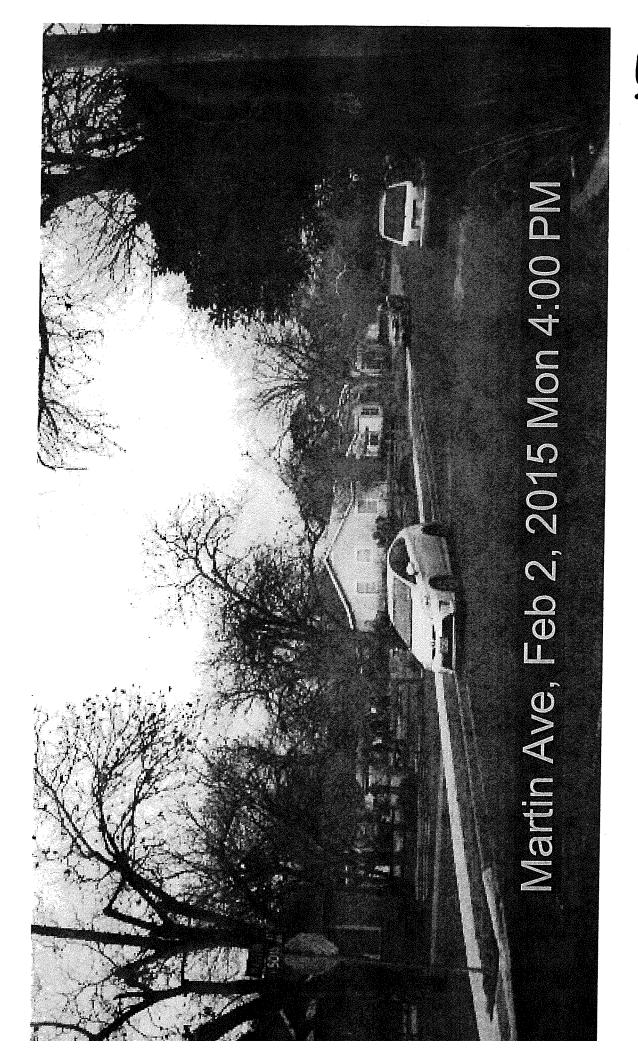


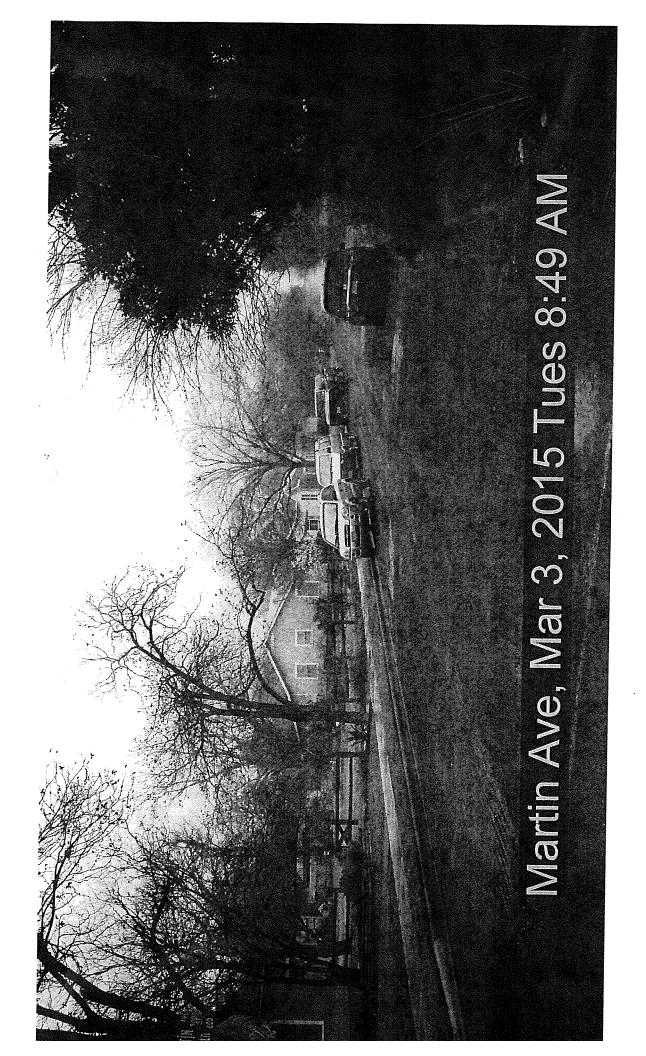


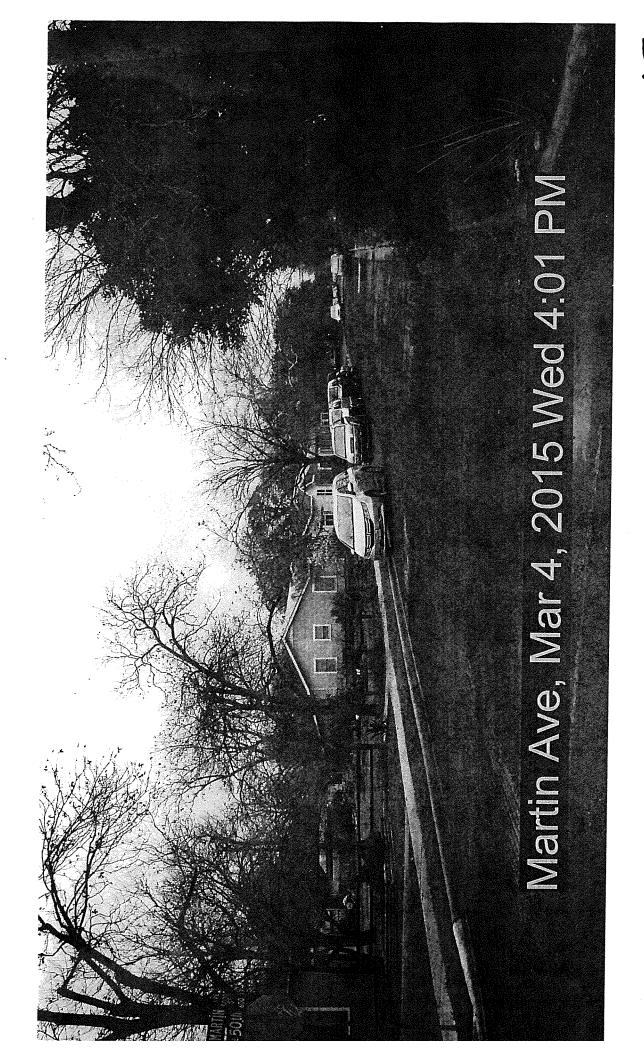


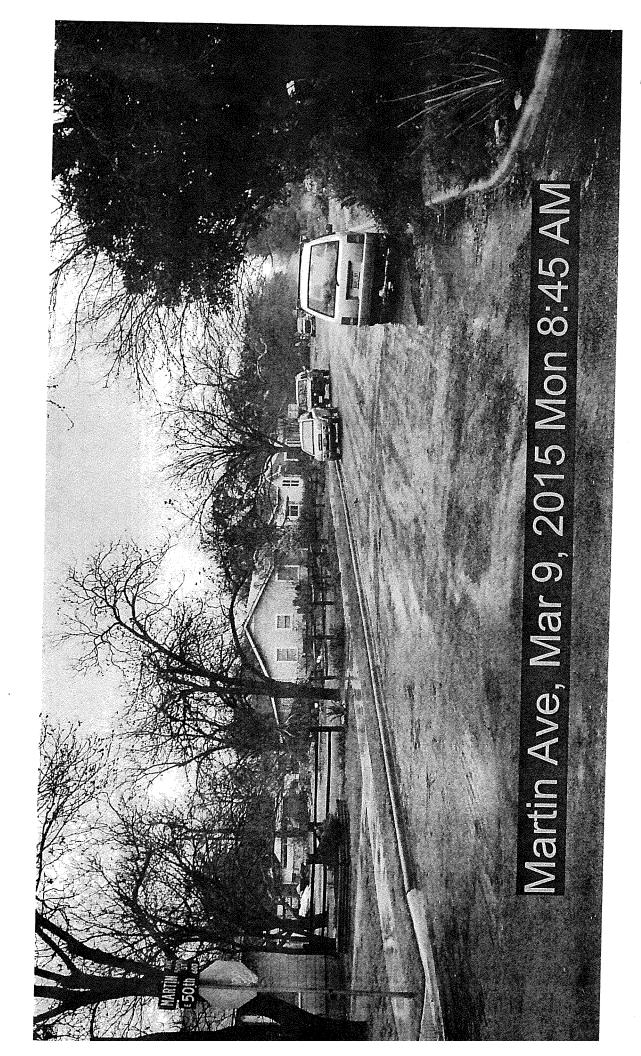


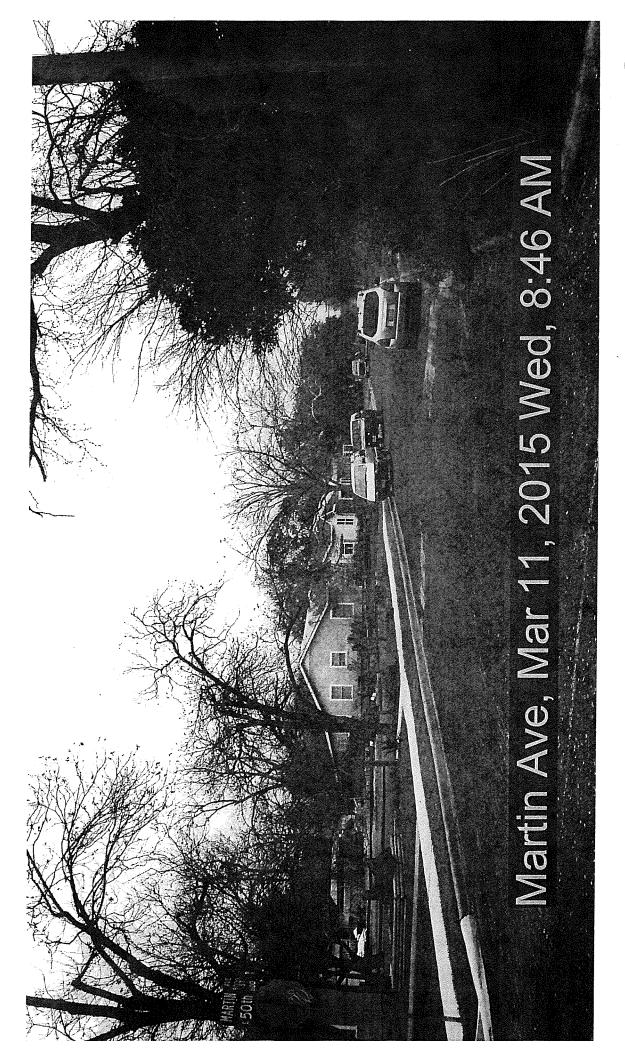


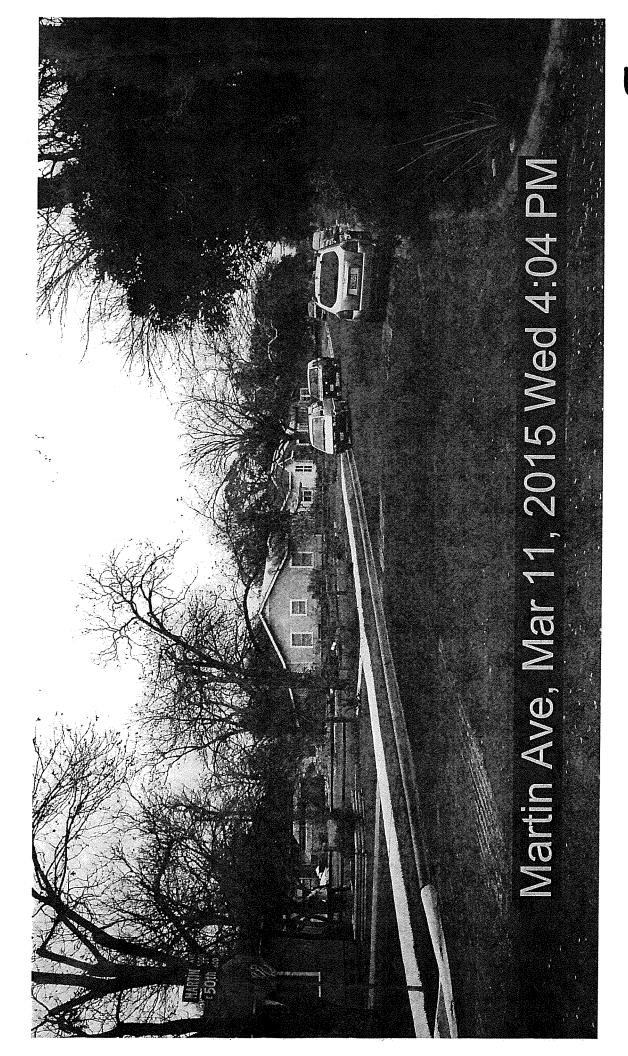


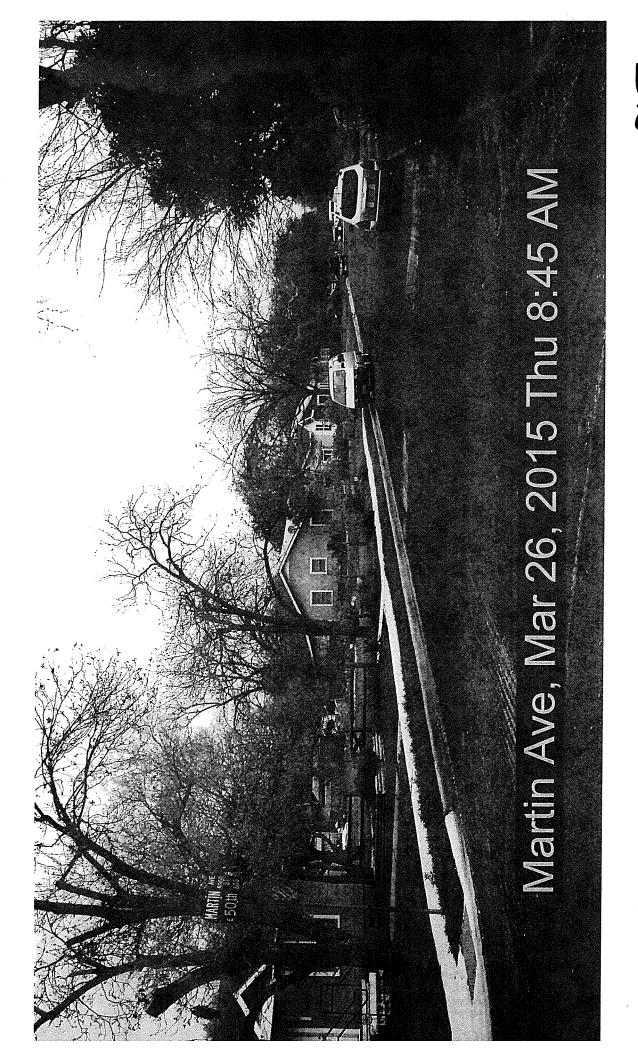


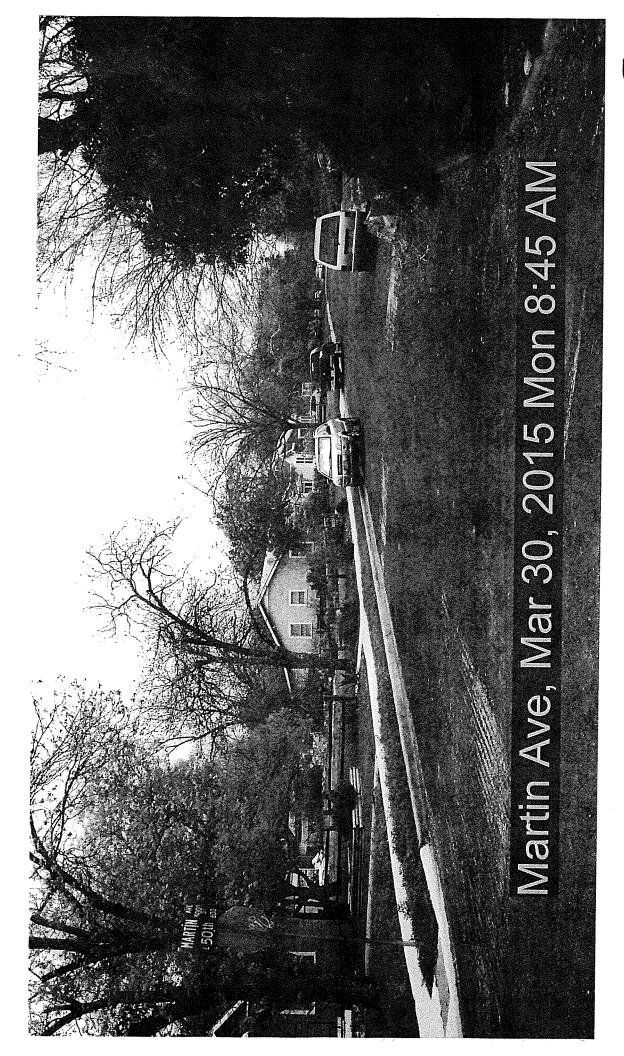


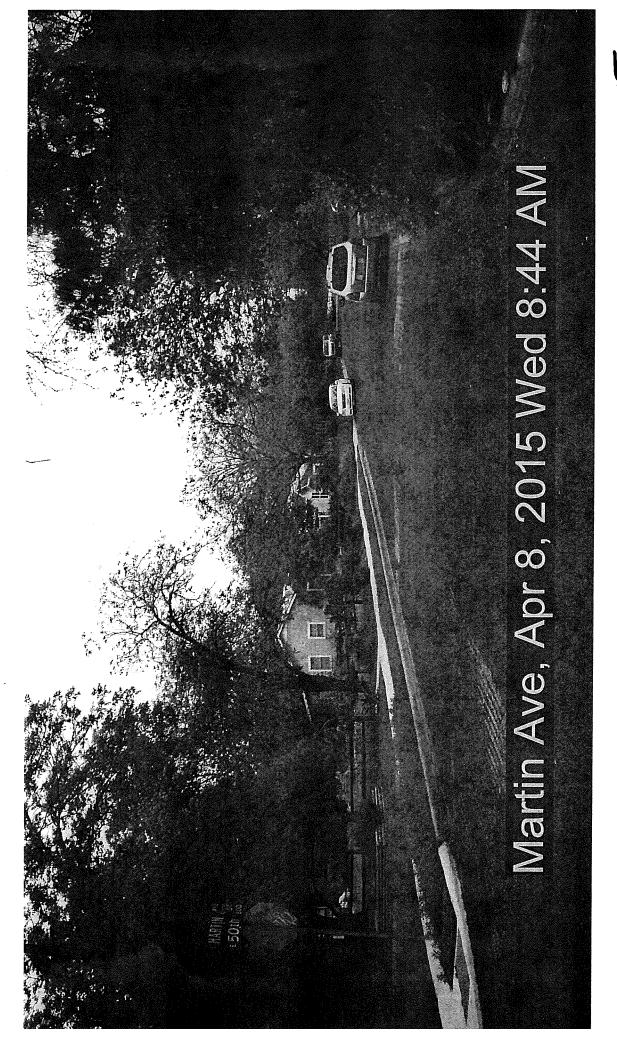


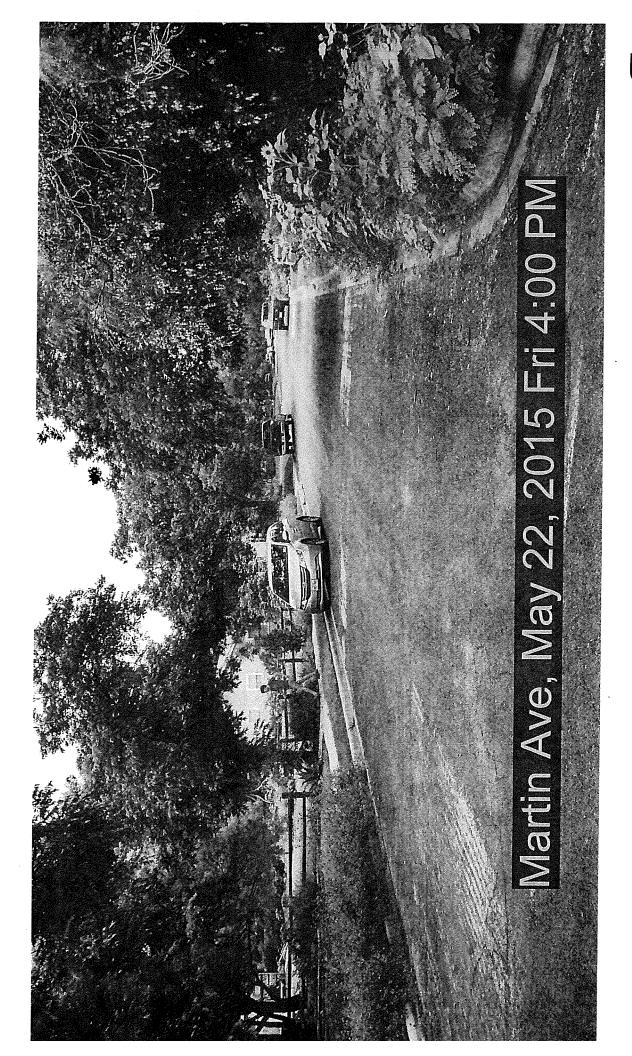


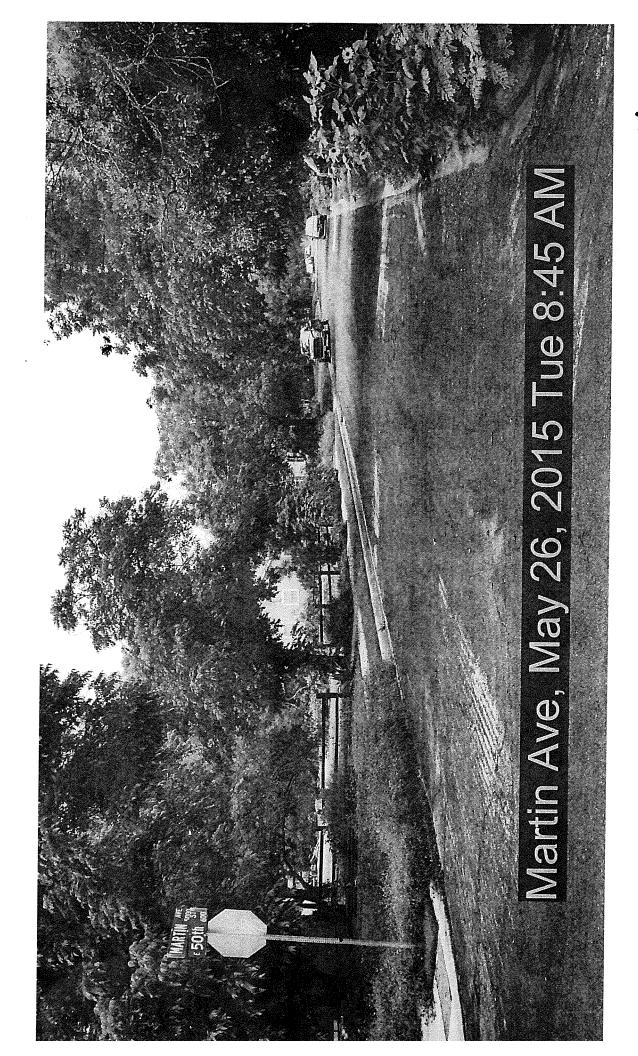




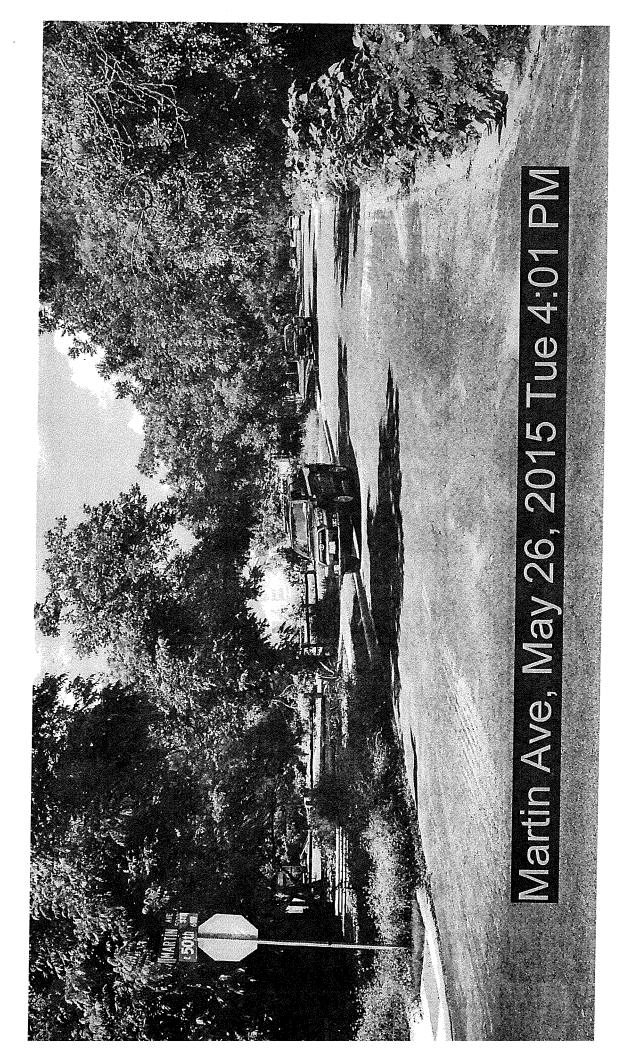


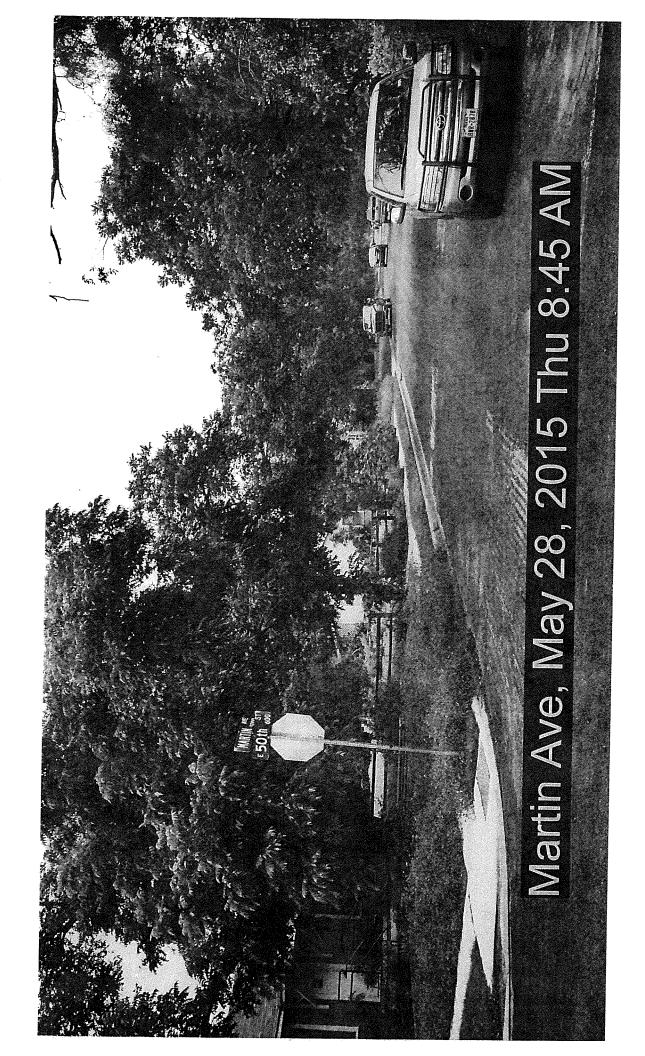


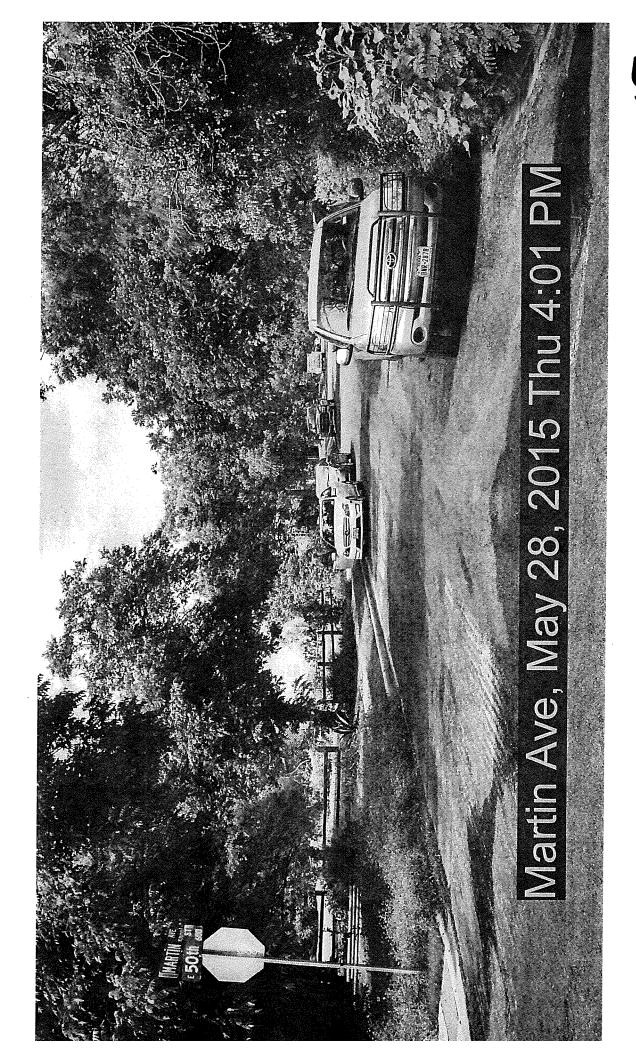


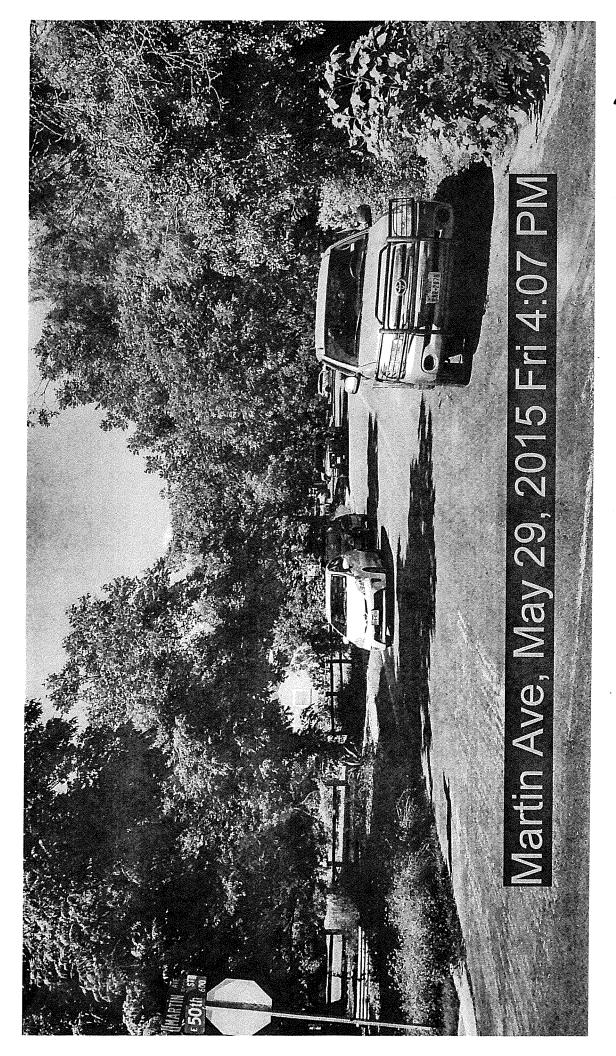


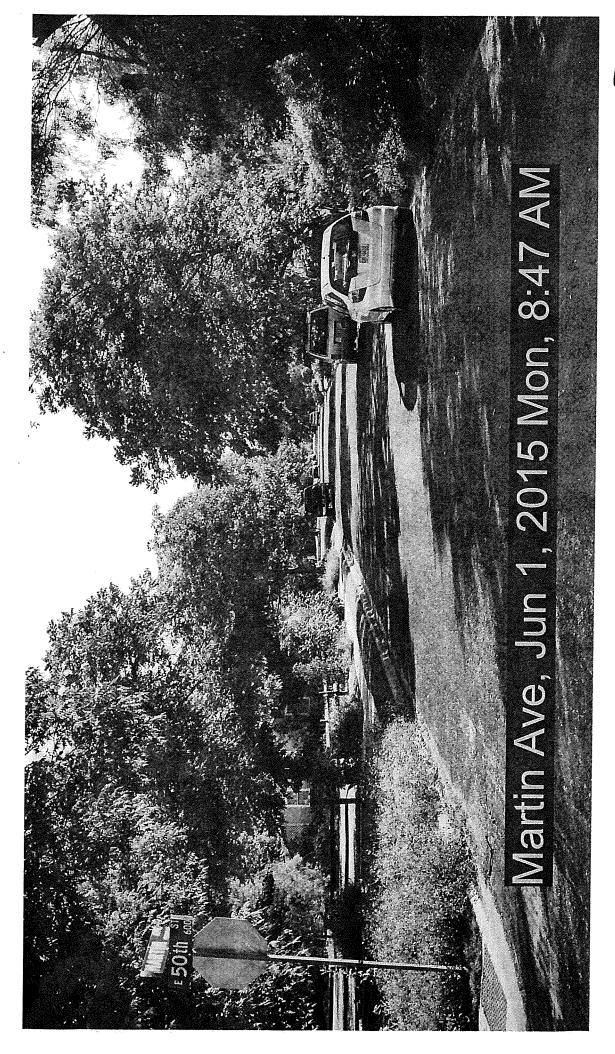


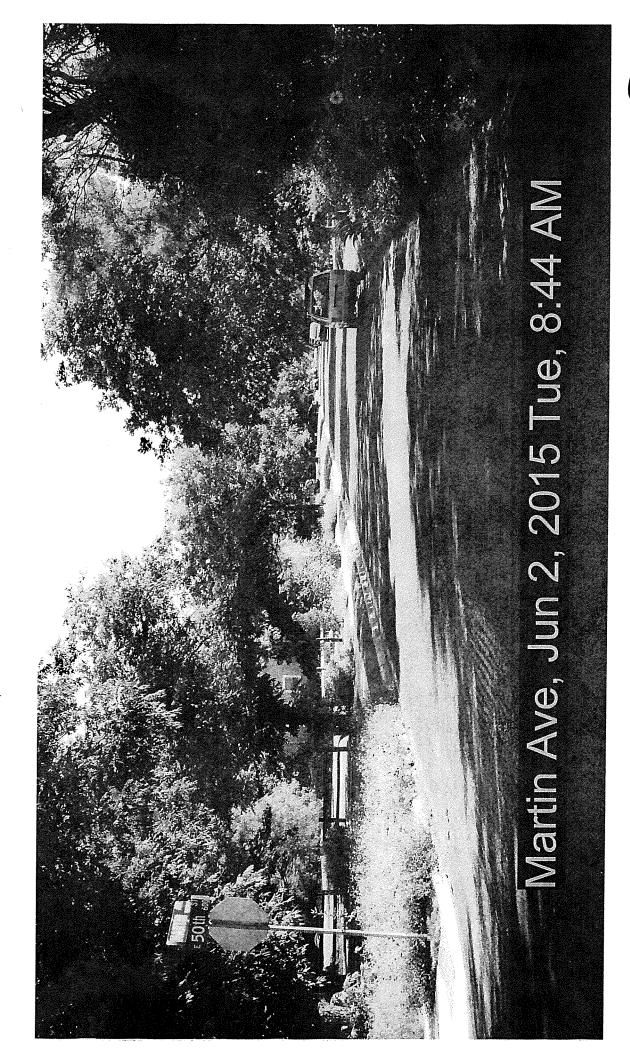


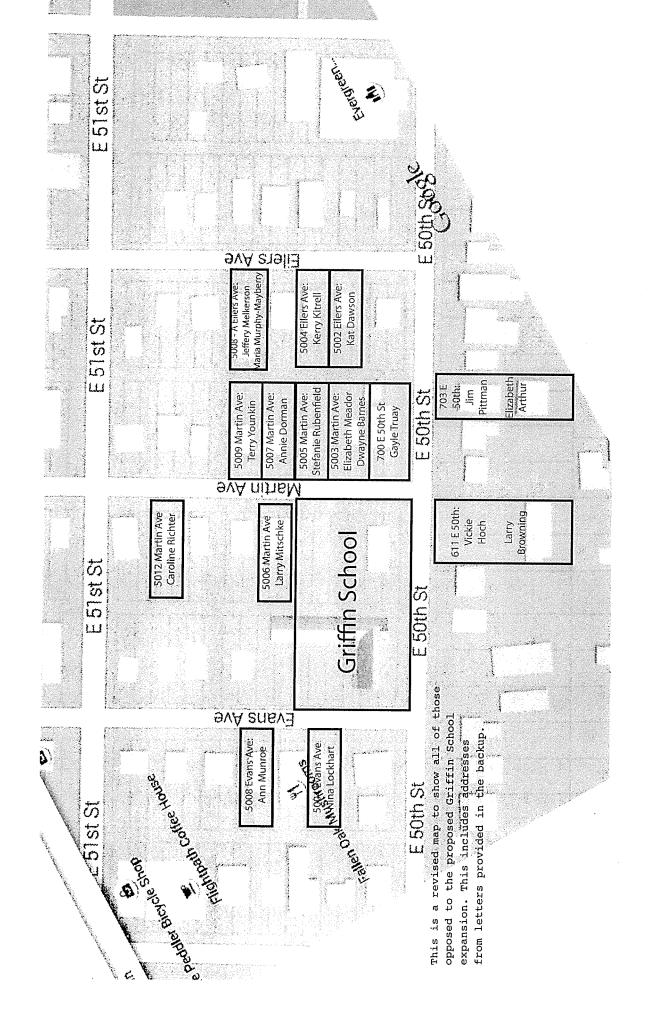












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